



COSCO Fire Protection

1075 West Lambert Rd., Bldg. D Brea, CA 92821
Phone (714) 989-1800 Fax (714) 989-1619

CENTRAL STATION MONITORING AGREEMENT PROPOSAL/CONTRACT

DATE: September 23, 2016

Billing Information

Contact Name: Antony Redon
Company Name: Casaria Technology & Service
Street Address: 1203 Llano Street
City, State & Zip: San Clemente, CA 92673
Contact Phone: 310/910-5244
Email: aredon@casaria.net

Site Information

Contact Name: Anthony Redon
Company Name: Qantas Maintenance Hangar
Street Address: 8000 World Way West
City, State & Zip: Los Angeles, CA 90045
Contact Phone: 310/910-5244
Contact Email: aredon@casaria.net

We propose to monitor your alarm system for alarm conditions as indicated below. Provide labor to program the Wireless Communicator (Monitoring Panel) and the UDACT-2 at job address. Alarm system to be monitored is:

| | <u>X</u> | | |
|--|----------|-----------|-------|
| | Fire | Intrusion | Panic |

Alarm Monitoring Equipment Installation and/or programming price: \$750.00

Monthly Monitoring Fee... (Invoiced quarterly in advance on 1st day of each quarter): \$55.00

Open and Closing Reports (Invoiced at additional charge to Monthly Monitoring Fee): \$

Other - See Exhibit "B" for Description of Work: \$1,990.00

DUAL TRANSMISSION SIGNALS: If Subscriber desires additional pathways of communicating (backup) alarm signals to the central station via radio or cellular circuits there will be an additional equipment and installation charge and monthly fee for these services. We can provide separate quotation for these services.

Subscriber requests radio communications backup: Accept: _____ Declines: _____

Subscriber requests cellular telephone backup: Accept: _____ Declines: _____

Subscriber requests alarm verification: Accept: _____ Declines: _____

SUBSCRIBERS BASIC RESPONSIBILITIES

1. Access will be provided to any locked or inaccessible alarm equipment and all work shall be completed during our normal working hours.
2. Any additions or changes to your personnel list must be provided to COSCO FIRE PROTECTION, INC. in writing and may result in a minimal service charge.
3. Any additions or changes to the existing system must be approved in writing by COSCO FIRE PROTECTION, INC. and may result in a change of monthly premium.
4. Repair all doors and other portions of the premises as COSCO FIRE PROTECTION, INC. may request to accommodate the system/s being provided.
5. The following items are not included and must be provided by you at the Monitoring panel:
 - a. You must provide telephone line and RJ31X Telephone Jack (non-ground start) (2 lines if fire alarm monitoring is included)
 - b. Dedicated 110VAC circuit and conduit (If fire alarm monitoring is included)

EXCLUSIONS: Maintenance of the alarm system is the Subscriber responsibility and is not included in this Proposal/Contract.
Alarm permit – Call your Police Department, you may need an Alarm Permit.

If this proposal is accepted, please sign and initial the attachments below and return the original to our office. Upon receipt, we shall execute and return one copy for your files. This proposal is valid for 30 days from the proposal date. If accepted the installation will be completed as job conditions allow (if applicable). Either party may terminate this contract with 30 day written notice. This contract is valid for one year.

In signing this document I am acknowledging that I understand, am authorized to accept, and accept this Proposal/Contract in its entirety.

Subscriber/Customer:

Accepted By:

Name & title: PETER HORRACK, President

Date: 9/26/2016

Cosco Fire Protection

Rae Clapper

Rae Clapper, Fire Prevention Specialist

September 23, 2016

EXHIBIT "A"

COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY: It is agreed that COSCO FIRE PROTECTION, INC. is not an insurer and client is paying for the value of the service provided only and that it is not the intention of the parties that COSCO FIRE PROTECTION, INC. assume responsibility for any loss occasioned by misfeasance in the performance of the services under this contract or for any loss or damage sustained or any liability on the part of COSCO FIRE PROTECTION, INC. by virtue of this Agreement or because of the relation hereby established. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of COSCO FIRE PROTECTION, INC. by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of COSCO FIRE PROTECTION, INC. or otherwise, such liability is and shall be limited to and fixed at the sum of two hundred and fifty dollars (250.00) as and for liquidated damages. Such liabilities as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive. Client agrees to provide and keep in full force and effect insurance which will be primary for any and all occurrences or losses. Initial Q Initial

CUSTOMER HEREBY RELEASES, DISCHARGES AND AGREES TO HOLD COSCO FIRE PROTECTION, INC. HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSS OR EXPENSES, ARISING FROM OR CAUSED BY ANY HAZARD RESULTING FROM OR RELATED TO THIS CONTRACT, WHETHER SAID CLAIM IS MADE BY CUSTOMER, HIS AGENTS OR INSURANCE COMPANY OR BY ANY OTHER PARTIES CLAIMING UNDER OR THROUGH CUSTOMER. CUSTOMER AGREES TO INDEMNIFY COSCO FIRE PROTECTION, INC. AGAINST, DEFEND AND HOLD COSCO FIRE PROTECTION, INC. HARMLESS FROM ANY CLAIMS OR SUBROGATION WHICH MAY BE BROUGHT AGAINST COSCO FIRE PROTECTION, INC. BY ANY PARTY, INSURER OR INSURANCE COMPANY OR ITS AGENTS OR ASSIGNS, INCLUDING PAYMENTS OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEY FEES.

THIRD PARTY INDEMNIFICATION AND SUBROGATION: If anyone other than Subscriber asks company to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from: (I) a failure of the system or services, (ii) Company's negligence, (iii) any other improper or careless activity of company in providing the system or services (iv) a claim for indemnification or contribution, Subscriber will repay to company: (a) any amount which a court orders Company to pay or which Company responsibly agrees to pay, and (b) the amount of our responsible attorney's fees and any other losses and costs that the Company may pay in connection with the harm and damages. Subscriber agrees to release Company from any claims of any parties suing through Subscriber's authority or in Subscriber's name, such as Subscribers insurance company, and Subscriber agrees to defend Company against any such claim. Subscriber will notify Subscriber's insurance Company of this release.

RESPONSE TO POLICE/FIRE DEPARTMENT ALARMS: Upon receipt of an alarm signal from Subscribers system to the Center, Communications Center shall, without warranty, make every reasonable effort to do the following, unless otherwise instructed by Subscriber in writing. Upon receipt of a burglar alarm signal, transmit the alarm to the public police department and if requested in writing by the Subscriber, notify the Subscriber or his designated representative by calling the telephone number supplied to the company in writing by the Subscriber. Upon receipt of a holdup alarm signal, transmit the alarm to the public police department. Upon receipt of a fire alarm signal, transmit the fact of the alarm to the public fire department and notify Subscriber or his designated representative by calling the telephone number supplied to the company in writing by Subscriber.

TELEPHONE LINES: Subscriber shall pay all charges made by any telephone utility for installation and service charges of telephone lines connecting Subscriber protected premises to the Center, including the installation of a utility-provided jack. The actual receipt and retransmission of any and all alarm signals are subcontracted to and performed by General Monitoring Services at 1127 Loma Ave. Long Beach, CA 90804. Subscriber understands that signals from Subscriber System are transmitted over Subscriber regular telephone service, and in the event the telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, the signals from the system will not be received at the Center during any such interruption in telephone service and the interruption will not be known to the Center. Subscriber further understands that the signals are transmitted over the telephone company or other transmission lines, which are wholly beyond the control and jurisdiction of COSCO FIRE PROTECTION, INC. and the Center and are maintained and serviced by the applicable telephone utility.

FALSE ALARMS: Subscriber agrees that Subscriber and others using the system will use it carefully so as to avoid causing false alarms. False alarms can be caused by subscriber error, severe weather or other forces beyond our control. If Company receives too many false alarms, it may charge for excessive telephone fees. Excessive false alarms constitute a breach of contract by Subscriber and Company may cancel monitoring service and seek to recover damages. Subscriber will pay any false alarm fee or penalty assessed against the system by any governmental agency, whether charged to Subscriber or Company.

MAINTENANCE SERVICE; INSPECTIONS; COST OF REPAIRS: Subscriber authorizes Company to maintain and service the communicator upon request by any city, county, state or federal agency and to make any necessary inspections, tests and repairs as required. All necessary repairs, inspections and tests that may be required shall be performed during normal business hours. Subscriber will be responsible for any costs not covered by warranty.

INTERRUPTION SUSPENSION OR CANCELLATION OF SERVICE: Company assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fire, acts of war, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of the Company and will not be required to supply monitoring services to Subscriber while interruption of service due to any such cause may continue. This agreement shall be suspended without notice if the Center or Subscriber's premises or equipment are destroyed by fire or any other catastrophe, or so substantially damaged that is impractical to continue service or in the event Company or the Center is unable to render services as a result of any action by a governmental authority.

SUBSCRIBERS DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and properly test the system daily during the terms of this agreement. If any defect in operation of the system develops, or in the event of a power failure or other interruption at Subscribers premises, Subscriber shall notify Company immediately. If space protection (i.e. Ultra-Sonic, Microwave, Infra-Red, etc.) is part of said system, Subscriber shall walk test the system each day in the manner recommended by Company.

NOT UNDER CONTRACT WITH OTHER ALARM COMPANY: Subscriber further represents and warrants that he is not presently under contract with any other alarm company for the provisioning of any or all alarm services at the premises described above. Subscriber agrees indemnify and hold harmless Company against all claims, suits, expenses and damages by judgment or otherwise (including attorney's fees necessary to enforce this indemnity provision) which may now or hereinafter be incurred by Company as a result of, or arising out of, any agreement that the Subscriber may have entered into with any other party concerning alarm system or services at the premises described above.

ASSIGNEES/SUBCONTRACTORS OF COMPANY: Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services, which it may perform. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages and third party indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and/or communications center with same force and effect as they bind Subscriber to Company.

CHANGE IN RATES: The Subscriber hereby agrees that the Company shall have the right to increase or decrease the monthly charge provided for herein at any time or times after the expiration in the initial term of this agreement upon giving the subscriber written notice thirty (30) days in advance of the effective date of such increase or decrease, and if the subscriber desires not to pay any such increased charge, the Subscriber may cancel the then unexpired term of this agreement by notifying the Company in writing fifteen (15) days prior to the otherwise effective date of such increase.

LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL: Both Company and Subscriber agree that no laws suit or any other legal proceedings connected with this agreement shall be brought or filed more than One (1) year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

DEFAULT BY SUBSCRIBER AND DELINQUENCY: If Subscriber fails to pay any amount herein provided within (10) days after the same is due and payable, or if Subscriber fails to perform any other provision hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding bankruptcy, receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of Creditors, Company shall have the right but shall not be obligated to exercise any one or more of the following remedies: (a) Recover the existing amounts due from Subscriber and continue to provide monitoring services, in which case Company shall be entitled to recover, in addition, the monthly amounts due under the contract for said services; (b) If Company discontinues monitoring services, Company shall be entitled to recover the existing amounts due under this said contract for said services up to the date of discontinuance of service. In the event that service is discontinued for failure to make payment and the subscriber makes payment and desires to reactivate the service, such reactivation will be subject to a minimum \$100.00 reactivation charge or higher as fixed by the Company; or (c) recover from Subscriber all Sums Company may be entitled to under the law. Subscriber will be responsible for all late charges, collection and finance charges, court fees and legal fees. : In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Subscriber a delinquency charge in the maximum amount permitted by law. If the alarm is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to Company a minimum \$100.00 reactivation charge or higher as fixed by the Company.

ENTIRE AGREEMENT: The entire and only agreement between you and Company is written in this Contract. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by Subscriber and Company. If you have given or ever give Company a purchase order for the system or service, which provides different terms than this agreement, this Agreement will govern and be controlling. If any provision of this agreement is found to be invalid, inoperative or illegal by a court, the balance of this agreement shall remain in force and effect. You agree that this Contract is performed in the state of California and shall be governed by laws of California.

EXHIBIT A


INITIALS Q

EXHIBIT "B"

1. \$420.00 - Engineering to be provided by Cosco Fire Protection to make the modifications on the approved fire alarm drawings to reflect the monitoring services.
2. \$650.00 - LADBS and LAFD permits.
3. \$460.00 - Technicians labor to perform a pre-test with LADBS (Los Angeles Department of Building And Safety).
4. \$460.00 - Technicians labor to perform a final inspection with LAFD (Los Angeles Fire Department).

GRAND TOTAL: \$1,990.00

EXHIBIT B

INITIALS  _____