



ADVANCED
FIRE & SECURITY

2701 Gateway Drive
Pompano Beach, FL 33069
(954) 772-1700 / (954) 772.0500 fax
State Licensed EF # 0001026
UL Certified (S-7192-1) & FM Certified (3043261)

MONITORING AGREEMENT

F Code: F1

Date: January 11, 2017

Property Name: City of Doral-Morgan Levy Park Billing Name:
Contact Person: Michael Festa Attn:
Address: 5300 NW 102nd Ave Address:

City: Doral City:
State: FL Zip: 33178 State: Zip:

Phone Number: 305-593-6600 PhoneNumber:
Fax Number: 305-593-6615 Fax Number:
Email: Michael.Festa@cityofdoral.com Email:

<input type="checkbox"/>	FIRE ALARM SYSTEM:	<input type="checkbox"/>	
<input type="checkbox"/>	Standard Monitoring	<input type="checkbox"/>	Security System Monitoring
<input checked="" type="checkbox"/>	UL / FM Monitoring ¹	<input type="checkbox"/>	Elevator Phone Monitoring
<input type="checkbox"/>	Radio Dialer ²	<input type="checkbox"/>	Dialer Addendum Attached

	<u>EMERGENCY CONTACTS</u>	<u>PHONE (DAY)</u>	<u>PHONE (NIGHT)</u>
1.	Michael Festa	305-776-8653	305-776-8653
2.	Andrew Lopez	786-368-1079	786-368-1079
3.	Lazaro Quintero	305-593-6600	786-256-8998

TERMS OF AGREEMENT

The Property named (SUBSCRIBER) hereby agrees to pay Advanced Fire & Security, Inc. (SERVICE PROVIDER), its agents or assigns the sum of \$0.00 upon completion of installation of Dialer (if applicable), and the sum of \$ 35.00 per month, plus applicable Sales Tax, payable in advance each quarter for a period of five year(s) from the date of first received signal.

Late fees (1.5%) per month may be assessed on all past due invoices. Invoices are past due if monies are not received within 60 days from date of invoice.

¹ UL / FM Monitoring is a Code Requirement of NFPA 72 for Certificated systems. Properties that have UL or FM Monitoring are also required to have an Agreement in place that includes Runner Service.

² When a Radio Dialer is installed, the property is not required to have phone lines for the monitoring of their Fire Alarm System.

SUBSCRIBER agrees that the SERVICE PROVIDER'S sole and only obligation under this Agreement shall be to monitor signals (via a UL Listed Central Station) received by means of the protective system and to respond thereto in accordance with the requirements NFPA 72.

The SERVICE PROVIDER'S Central Station (Agent), upon receipt of a signal from the SUBSCRIBER'S premises shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire or other authorities and/or the person or persons whose name and telephone numbers are set forth in Emergency Contact Information (Page 1). Emergency Contact Information may be changed via written notification by the SUBSCRIBER from time to time. SERVICE PROVIDER and its Agent represent and warrant that its employees or agents have the requisite skills and qualifications to perform the services hereunder.

The agreement shall be renewed for the same period of time as set forth herein, unless either party notifies the other in writing of its intention to terminate (by certified mail, return receipt requested) in advance of sixty days (60) of the ANNUAL ROLLOVER DATE. The SERVICE PROVIDER shall give written notice to the SUBSCRIBER in advance of sixty days (60) prior to renewal for any increase in charges or fees. In the case of early termination, the SERVICE PROVIDER shall have the right to collect the remaining balance of the Agreement to the end of the SERVICE YEAR. Any notice shall be sufficient if delivered to the email address or physical address of the party given in this agreement. The SERVICE PROVIDER makes known that upon the termination of this agreement the local Fire Marshall will be notified immediately (as required by Law) that service has been discontinued if the system being monitored is a Fire Alarm system. In the case of early termination, the SERVICE PROVIDER shall have the right to collect any pro-rated UL/FM processing fees, if applicable.

All charges set forth herein are based upon existing federal, state and local taxes and utility charges. The SERVICE PROVIDER shall have the right, at any time, to increase the monthly charge provided herein, to reflect any additional taxes, fees, or charges which may hereafter be imposed by any utility or governmental agency relating to the installation or service provided under the terms of this agreement, with sixty (60) days written notice to the SUBSCRIBER. Any notices sent pursuant to this agreement shall be sent by overnight courier or certified mail, return receipt requested, to Advanced Fire & Security, Inc. at PO Box 668370, Pompano Beach, FL 33066, or to the "SUBSCRIBER at the email address or physical address shown on the previous page of this Agreement. The SUBSCRIBER grants the SERVICE PROVIDER the right to enter the above stated address to make any and all needed inspections and repairs in which to fulfill the stated agreement. In understanding that each jurisdiction can have its own ordinances and interpretations regarding fire alarm and security systems, the SUBSCRIBER shall be responsible for compliance with local and state fire alarm and security alarm code requirements. Any required Permit Fees shall be the SUBSCRIBER'S responsibility.

It is understood and agreed by the parties hereto that the SERVICE PROVIDER (and its agents) are not an insurer and SUBSCRIBER is solely responsible for obtaining and maintaining insurance coverage for personal injury, property damage and other coverages on the SUBSCRIBERS Premises. SERVICE PROVIDER is being engaged solely for the monitoring of a system designed to reduce certain risks of loss will occur, SERVICE PROVIDER is not assuming responsibility for any losses which may occur except those arising from the SERVICE PROVIDER'S negligent performance or failure of performance under this Agreement. SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE PROTECTION FOR WHICH IT IS INTENDED. This agreement may not be amended except where signed and approved by an Officer of Advanced Fire & Security, Inc.

This agreement is governed by the laws of the State of Florida. Venue for any legal action pertaining to this agreement shall be held in the County in which the property is located. The parties intentionally waive the right to a jury trial in any litigation arising under this Agreement; the prevailing party shall recover attorney fees and costs. Should there arise any liability on the part of the SERVICE PROVIDER, such liability shall be limited to an amount not to exceed the annual value of the Agreement. In the event that the SUBSCRIBER wishes the SERVICE PROVIDER to assume greater liability, SUBSCRIBER may, as a matter of right, obtain from the SERVICE PROVIDER higher limits by paying an additional amount proportional to the increase in damages, but such additional obligation shall in no way be interpreted to hold the SERVICE PROVIDER as insurer. This agreement becomes effective when signed and applicable terms are met.



Advanced Fire & Security, Inc.

Mike Elston

Print Name

2/8/17

Date



Authorized Subscriber Signature

Eward Rojas

Print Name

2/15/17

Date





2701 Gateway Drive
 Pompano Beach, FL 33069
 (954) 772-1700 / (954) 772-0500 fax
 State Licensed EF # 0001026
 UL Certified (S-7195-1) & FM Certified (3043261)

MAINTENANCE AGREEMENT

F Code: F1

Date: January 12, 2017
 City of Doral-Morgan Levy
 Property Name: Park
 Contact Person: Michael Festa
 Address: 5300 NW 102nd Ave

Billing Name:
 Attn:
 Address:

City: Doral
 State: FL Zip: 33178

City:
 State: Zip:

Phone Number: 305-593-6600
 Fax Number: 305-593-6615
 Email: Michael.Festa@cityofdoral.com

Phone Number:
 Fax Number:
 Email:

<input checked="" type="checkbox"/>	Fire Alarm System	<input type="checkbox"/>	CCTV System
<input type="checkbox"/>	Security System	<input type="checkbox"/>	Access Control System

Advanced Fire & Security, Inc. shall provide the following services:

<input checked="" type="checkbox"/>	24-hour Emergency Service	<input checked="" type="checkbox"/>	Annual Test , Inspection & Certification
<input checked="" type="checkbox"/>	UL / FM Required Runner Service ¹	<input type="checkbox"/>	Quarterly Inspections ²
<input type="checkbox"/>	City Required Runner Service ³	<input type="checkbox"/>	After-Hours Inspections ⁴
<input checked="" type="checkbox"/>	Standard Service (M - F, 8:00 a.m. - 4:00 p.m. excluding legal holidays)	<input type="checkbox"/>	Sensitivity Testing (Smoke Detectors)
<input type="checkbox"/>	After Hours Service	<input type="checkbox"/>	Warranty - Parts (Standard Hours)
<input type="checkbox"/>	After Hours Service and/or Runner Service billed at \$ 142.50 per hour (including travel time)	<input checked="" type="checkbox"/>	Parts Included
<input type="checkbox"/>	Standard Service and/ or Runner Service billed at \$ 95. per hour (M - F, 8:00 a.m. - 4:00 p.m. - excluding legal holidays)	<input checked="" type="checkbox"/>	Labor Included

¹ Required by NFPA 72: 2-hour response time for alarms, 4-hour response for trouble signals
² If required, includes quarterly visual inspections
³ Required by several Municipalities: 2-hour response time for alarms, 4-hour response for troubles - after service is requested
⁴ If required, Inspections to be performed after business hours or on Saturdays

TERMS AND PAYMENT

The Property named (SUBSCRIBER) hereby agrees to pay Advanced Fire & Security, Inc.,(SERVICE PROVIDER) its agents or assigns the sum of \$ 118.00 per month, plus applicable Sales Tax, payable in advance each calendar quarter for a period of five year(s) from the date of acceptance.

The SUBSCRIBER grants SERVICE PROVIDER the right to enter the above stated address to make any and all needed inspections and repairs in which to fulfill the stated agreement. In understanding that each jurisdiction can have its own ordinances and interpretations regarding fire alarm protection systems, the SUBSCRIBER shall be responsible for compliance with local and state fire alarm protection codes. *SUBSCRIBER IS RESPONSIBLE FOR THE COST OF ANY REQUIRED PERMIT FEES AND ASSOCIATED ENGINEERING FEES, IF REQUIRED.*

EXCLUSIONS: Vandalism, acts of nature, unauthorized work by others, abuse or misuse, water damage, ground faults due to water penetration, sprinkler control devices, devices not listed for outdoor application. Any required Programming on systems not installed by SERVICE PROVIDER may be excluded.

UPON EXECUTION OF AGREEMENT, SERVICE PROVIDER SHALL PERFORM A COMPLETE VISUAL AND FUNCTION TEST OF ALL SYSTEMS TO BE COVERED. ANY ITEMS FOUND TO BE NON-FUNCTIONAL OR IN NEED OF REPAIR SHALL BE BROUGHT TO THE SUBSCRIBER'S ATTENTION. SERVICE PROVIDER SHALL PROVIDE THE SUBSCRIBER WITH A PROPOSAL DETAILING ANY COSTS FOR SUCH REPAIRS. UNTIL REPAIRS ARE MADE THOSE ITEMS OR DEVICES ARE EXCLUDED FROM THIS AGREEMENT.

The agreement shall be renewed for the same period of time as set forth herein, unless either party notifies the other in writing of its intention to terminate (by certified mail, return receipt requested) in advance of sixty days (60) of the ANNUAL ROLLOVER DATE. The SERVICE PROVIDER shall give written notice to the SUBSCRIBER in advance of sixty days (60) prior to renewal for any increase in charges or fees. In the case of early termination, the SERVICE PROVIDER shall have the right to collect the remaining balance of the Agreement to the end of the SERVICE YEAR. Any notice shall be sufficient if delivered to the email address or physical address of the party given in this agreement. The SERVICE PROVIDER makes known that upon the termination of this agreement the local Fire Marshall will be notified immediately (as required by Law) that service has been discontinued if the system being serviced is a Fire Alarm system. In the case of early termination, the SERVICE PROVIDER shall have the right to collect any pro-rated UL/FM processing fees, if applicable.

All charges shall be invoiced in advance, on a quarterly basis. Late fees (1.5%) per month shall be assessed on all past due invoices. Invoices are past due if monies are not received within 60 days from date of invoice.

It is understood and agreed by the parties hereto that SERVICE PROVIDER is not an insurer and the SUBSCRIBER is solely responsible for obtaining and maintaining insurance coverage for personal injury, property damage and other coverage of the property. SERVICE PROVIDER is being engaged solely for the maintenance of a system that was designed to reduce certain risks of loss, SERVICE PROVIDER is not assuming responsibility for any losses which may occur except those arising from the SERVICE PROVIDER'S negligent performance or failure of performance under this Agreement. SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE PROTECTION FOR WHICH IT IS INTENDED. This agreement may not be amended except where signed and approved by an Officer of Advanced Fire & Security, Inc.

This agreement is governed by the laws of the State of Florida. Venue for any legal action pertaining to this agreement shall be held in the County in which the property is located. The parties intentionally waive the right of a jury trial in any litigation arising under this agreement; the prevailing party shall recover attorney fees and costs. If, notwithstanding the above provisions, there should arise any liability on the part of the SERVICE PROVIDER, such liability shall be limited to an amount not to exceed the annual charges provided herein. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty. In the event that the SUBSCRIBER wishes the SERVICE PROVIDER to assume greater liability, SUBSCRIBER may, as a matter of right, obtain from the SERVICE PROVIDER higher limits by paying an additional amount proportional to the increase in damages, but such additional obligation shall in no way be interpreted to hold the SERVICE PROVIDER as insurer. SUBSCRIBER agrees to and shall indemnify and hold harmless the SERVICE PROVIDER, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by the improper operation of the system whether due to defect in the system or acts of omission of the company in receiving and responding to alarm signals. This agreement becomes effective when signed and applicable terms are met.



Advanced Fire & Security, Inc.

Mike Elston

Print Name

2/8/17

Date



Authorized Subscriber Signature

Edward Rojas

Print Name

2/15/17

Date


ULMAIN2014