

LIFE SAFETY SPRINKLER INSPECTION AGREEMENT

AGREEMENT made this day of March 11, 2004, between SIMPLEXGRINNELL, hereinafter called the CONTRACTOR, and Nassau County Board of County Commissioners, located at 11 N 14 Street Fernandina Beach, FL 32034 hereinafter called the SUBSCRIBER, for the above indicated contract option.

WITNESSETH, that:

Subscriber owns and/ or occupies premises located at 11 N 14 Street Fernandina Beach, FL 32034, wherein there is now installed certain automatic sprinkler, to wit:

- \$105.00 per inspection, to be invoiced once inspection is completed.

SCOPE OF WORK

Contractor shall inspect and/ or test the equipment described herein in accordance with the contract option selected above and the Contractor's then current Report Form. All in accordance with the terms and conditions contained herein and on the reverse side hereof.

Number of inspections

The Contractor shall inspect and/ or test said installation 4 times per year at regular intervals.

Term

The term of this agreement shall be one (1) year from date hereof and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof. Contractor's then current charges shall apply for each renewal period.

Cost of Inspection

The subscriber shall pay to Contractor within 30 days after the first inspection has been made the sum of One Hundred Five Dollars (\$105.00) quarterly. If the Subscriber fails to pay the full amount due, Contractor, may at its option, terminate this contract, and, in any event, will not be obligated to perform any additional work until payment of the amount past due has been received by contractor.

Report of Inspection

Notice of this agreement and copies of all Reports of Inspection and/ or test will be forward by the Contractor to authority having jurisdiction, where required, and to the Subscriber. Notice of termination shall be reported to authority having jurisdiction by the Contractor.

Limitation of Liability

The Contractor makes **NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE**. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Contractor shall constitute a warranty by the Seller or give rise to any liability or obligation.

Contractor's liability to Subscriber for personal injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold Contractor harmless from any and all third party claims for personal injury, death or property damage, arising from Subscriber's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Contractor be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including but not limited to loss of use of the Subscriber's property, lost profits or lost production, whether claimed by the Subscriber or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

SimplexGrinnell

By: _____
Title: _____

Address: 10255 Fortune Parkway
Jacksonville, Florida 32256

ACCEPTED BY: _____

SUBSCRIBER: David Vanzant
BY: _____
TITLE: _____
DATE SIGNED: _____
WITNESS: _____

ATTEST:

J. M. "Chip" Oxley, Jr.
J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:

Michael S. Mullin

TERMS AND CONDITIONS

REPORTS

The inspection and/ or test shall be completed on the Contractor's then current Report form, which shall be given to the Subscriber, with a copy to the insurance authority having jurisdiction. The report and recommendations by the Contractor are only advisory in nature and are intended to assist Subscriber in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/ or tested which require prompt consideration. They are not intended to imply that all other defects, hazards or aspects of the system and equipment are under control at the time of inspection. Final responsibility for the condition and operation of the sprinkler system and/ or fire alarm and detection system equipment lies with the Subscriber.

FIRE ALARM AND DETECTION SYSTEMS

In the event that the subscriber elects to have the fire alarm and detection system tested, it is understood that a random sampling of detection will be tested during each visit so that the entire system will have been tested at the end of each contract year. Prior to any tests, all persons who would automatically receive an alarm shall be notified, so that an unnecessary response shall not take place. Schematics and/ or wiring diagrams must be provided by the contract subscriber.

EMERGENCY SERVICE

Emergency service requested by the Subscriber will be furnished at extra charge.

ADDITIONAL EQUIPMENT

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.

WORK NOT INCLUDED

The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, and replacement of parts or any field adjustments whatsoever. Should any such work be requested by Subscriber they will be as an addition to this Agreement. The contractor shall furnish the Subscriber with an estimate price before the additional work.

ACCEPTANCE OF TERMS

No changes or modifications are to be made without the express written consent of an executive officer of the Contractor. Contractor is not bound by any provisions printed or otherwise at variance with this agreement that may appear on any acknowledgment or other form used by Subscriber, such provisions being hereby expressly rejected.

ENTRY

Contractor may enter Subscriber's premises at all reasonable times to perform the inspections required by this contract.

ASSIGNMENT

This contract shall constitute a personal agreement between Contractor and Subscriber and shall be assignable by either party only with a written consent of the other.