

# Piper Fire Protection, Inc.

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13075 US HWY. 19 N. CLEARWATER, FL 33764

Email: [customersupport@piperfire.com](mailto:customersupport@piperfire.com)

PINELLAS PH. (727) 581-9339

PINELLAS FX. (727) 581-8332

HILLSBOROUGH (813) 221-5101

Lic.# EF0001219

& 4515230001999

WWW.PIPERFIRE.COM

SARASOTA PH. (941) 377-2100

SARASOTA FX. (941) 377-2001

STATE-WIDE (800) 327-7604

Date: 07/06/21

**Bill To: Orchid Cove Condo Assoc.  
7506-7660 Marsh Orchid Cir.  
Bradenton, FL 34203**

**Ship To: Orchid Cove Condo Assoc.  
7506-7660 Marsh Orchid Cir.  
Bradenton, FL 34203**

**Contact: Kim  
712-899-2869  
[orchidcovepresident@gmail.com](mailto:orchidcovepresident@gmail.com)**

**Fx:**

**Site Contact: Kim  
712-899-2869  
[orchidcovepresident@gmail.com](mailto:orchidcovepresident@gmail.com)**

**Fx:**

**Ref #: 5299**

## Fire Protection/ Life Safety Inspection

Dear Kim ,

Thank you for the opportunity to provide a quotation for inspection services at the above referenced property. Please initial next to the services you would like us to perform and return all pages to [customersupport@piperfire.com](mailto:customersupport@piperfire.com) or 727-581-8332.

### **Fire Sprinkler / Standpipe Inspection - Annual**

**Due date:** Please Provide

**Total Annual Cost: \$1,800.00**

**Initial:** \_\_\_\_\_

24 systems at \$75.00 each, includes power supplies and horn strobes & walkthrough

### **Fire Extinguisher Inspection - Annual**

**Due date:** Please Provide

**Cost Per Inspection: \$7.45**

**Initial:** \_\_\_\_\_

Approximately 0 Extinguishers

**Service Call: \$55.00**

See Scope of Work for additional charges where applicable

*Inspection certification tags and safety seals are INCLUDED within our pricing.*

### **Scope of Work:**

#### **Fire Sprinkler / Standpipe Inspection:**

Comply with annual inspection requirements outlined in NFPA-25 to include, but not be limited to, a thorough examination & operational test of each sprinkler system & its component parts including all sectional control & system valves, all local & supervisory alarm & fire department Siamese connections. Perform a water flow test through the drain connection when facilities & conditions permit. Perform a flow test from the inspectors test connections at the most remote location to check operation of each mechanical alarm & make a visual inspection of the condition of the hydrant. Where applicable, test & sequence the jockey pump & fire pump. It is the owner/occupants responsibility to provide an escort & allow for access to all sprinkled areas, units. Where access and escort is provided by the owner/occupant, inspection is to include a 100% walk through of sprinkled area from floor level. Rescheduling of inaccessible units, areas or spaces where access was restricted during previously scheduled & agreed upon times will result in additional charges with approval.

**If a fire pump exists on property, this quote includes a 150% test of the pump which is required by NFPA.**

#### **Fire Extinguisher Inspection: Service Call: \$55.00**

Comply with the inspection requirements outlined in NFPA 10 to include inspection of the vessel for signs of denting, pitting, or corrosion, confirm pressure gauge is in operable range, pull safety pin, install new dated tamper seal, removal of hose assembly to inspect for obstructions, check extinguishing agent, record serial number, manufacturer date, 6 year and/or hydrostatic maintenance or test date.

When code requirements are met we will install the required extinguisher certification tag.



**\*\* For apartment buildings the fire extinguishers shall be placed outside the unit and readily available for the above proposal.**

#### **Additional Extinguisher Fees (if required)**

6year/Recharge \$36.75 (Includes Parts as needed)

New 5 # extinguisher \$72.00

Prices apply to 5 pound ABC extinguishers

Hydro-test \$20.00

New 10 # extinguisher \$96.00

New K Class extinguisher \$259.00

Taxes not Included

Extinguisher

Sprinkler

Fire Alarm

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STATE-WIDE (800) 327-7604

## Customer Information Sheet

### Bill to Information

'Bill To' Client Name: Orchid Cove Condominium Association, Inc

PCM "Bill to" Address: % Progressive Community Management, Inc - 3701 South Osprey Avenue

City, State, Zip: Sarasota, FL 34239-6848

A/P Contact: Judie Littell, LCAM

Contact Phone: 941-921-5393, x1135

Email Invoices To: j.littell@pcm-fla.com

Fax Number: 941-923-7000

Property Owner Legal Name: Orchid Cove Condominium Association, Inc.

Property Owner Address: 7534 Marsh Orchid Circle

City, State, Zip: Bradenton, FL 34203

### Service Site Information

Service Site Name: Orchid Cove Condominium Association, Inc.

Service Address: 7552 Marsh Orchid Circle

City, State, Zip: Bradenton, FL 34203

### Scheduling Contact Information:

Contact Name: Kim Strub, President

Contact Email: orchardcovepresident@gmail.com

Phone Number: 712-899-2869

Fax Number: \_\_\_\_\_

Type of Business: COA

Year Established: 2003

P.O. Required? NO

If yes, P.O. # \_\_\_\_\_

Tax Exempt? NO

If yes, please provide a copy of current certificate

### Specialty Information:

Special Instructions -  
lockbox /gate codes N/A

Has your firm had any judgements issued against them or ever declared bankruptcy? Y \_\_\_\_\_ N ☒

Does the building contain Asbestos material?\* Y \_\_\_\_\_ N ☒

\*If answering yes, please provide asbestos survey and/or abatement report.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: President

Deliver To: Insp. Sales Dept.

Extinguisher

Sprinkler

Fire Alarm



10375 US Highway 19 N, Clearwater, FL 33764  
Phone: 727.581.9339 \* Fax: 727.581.8332  
Email: customersupport@piperfire.com

## Master Inspection & Service Agreement

**Date:** July 6, 2021  
**Site Name:** Orchid Cove Condo Assoc.  
**Site Address:** 7506-7660 Marsh Orchid Cir.  
**City, State, Zip:** Bradenton, FL 34203  
**Property Manager, if applicable:**

**Customer #:** I-5299  
**Billing Address:**  
**City, State, Zip:**  
**Site Contact Name:** Kim  
**Site Contact Phone:** 712-899-2869  
**Site Contact Email:**  
[orchidcovepresident@gmail.com](mailto:orchidcovepresident@gmail.com)

This Master Inspection and Service Agreement ("MISA" or "Agreement") is by and between Piper Fire Protection, Inc. ("Piper Fire") and Customer.

WHEREAS, Piper Fire, a full-service fire protection company, desires to provide inspection and/or service work ("Services") to Customer; and

WHEREAS, Customer desires to engage Piper Fire to provide such Services at Customer's Site.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Piper Fire and Customer agree as follows:

1. As used herein, "Customer" shall mean the Owner of the system(s), Owner's designee, tenant of the premises or any authorized person acting on behalf of either of them.
2. **SERVICES**
  - a. This Master Inspection and Service Agreement (the "Agreement" or "MISA") governs all material and labor provided by Piper Fire to Customer as supplemented by a Purchase Order, Quote, Proposal, Bid, Service Order, or other like document (collectively, a "Supplemental Work Order") executed with respect to "Services" selected by the Customer.
  - b. Piper Fire offers a variety of Services to Customer including but not limited to the inspection and/or servicing of fire alarm systems, fire sprinkler systems, fire pumps, hydrants and backflows, security systems, industrial vehicle systems, clean agent systems, foam systems, kitchen hoods, fire extinguishers, hydrostatic tank testing, fire suppression systems, and electrical work.
  - c. Specific Services shall be defined in the scope of work, with a corresponding sum included in a Supplemental Work Order and issued to the Customer.
  - d. Services shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 but not inclusive of any and all NFPA and Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager.
  - e. Code Compliance Exclusion – In addition to any scope of work exclusions listed within a Supplemental Work Order, Piper Fire does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing. Customer acknowledges that the AHJ may establish additional requirements for compliance with or above local codes. Any additional services or equipment required shall be provided at an additional cost to the Customer.
  - f. **Warranty** - Piper Fire warrants that its workmanship and materials shall be free from defects for a period of one year after completion of the Work or substantial completion of the Project, which ever shall first occur, and that it will at its expense, repair or replace any defective materials or workmanship supplied or performed by Piper Fire during the one-year warranty period. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer contacts Piper Fire for service under the Warranty and upon inspection by Piper Fire it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Piper Fire's representative whether or not any Work is actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Piper Fire's then applicable rates for labor and material. Service will be furnished by Piper Fire during Piper Fire's normal working hours Monday through Friday, excluding holidays.
    - i. **CONDITIONS:** 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Piper Fire, or from parts, accessories, attachments or other devices not furnished by Piper Fire; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to , fuse and circuit breakers; 6) System changes requested by Customer.
    - ii. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING PIPER FIRE'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. PIPER FIRE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR**

**PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY PIPER FIRE OR NEGLIGENCE OF PIPER FIRE OR OTHERWISE.**

**3. CUSTOMER ACKNOWLEDGMENTS & RESPONSIBILITIES**

- a. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT PIPER FIRE IS NOT AN INSURER. THE AMOUNTS PIPER FIRE CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT PIPER FIRE PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.
- b. PIPER FIRE'S SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. PIPER FIRE MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, PIPER FIRE DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT PIPER FIRE. INSURANCE, IF ANY, CONVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. PIPER FIRE SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFORM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO PIPER FIRE TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM PIPER FIRE ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.
- c. IF NOTWITHSTANDING THE PROVISIONS OF THESE SECTIONS PROVIDED, PIPER FIRE IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM PIPER FIRE'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IF CUSTOMER REQUESTS, PIPER FIRE MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS AGREEMENT STATING THE EXTENT OF PIPER FIRE'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR PIPER FIRE'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS AND PIPER FIRE IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIDER.
- d. THE PROVISIONS OF THESE SECTIONS SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO PIPER FIRE'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICBLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF PIPER FIRE, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATION INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST PIPER FIRE IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS AGREEMENT,

**THEN CUSTOMER SHALL INDEMNIFY AND HOLD PIPER FIRE HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.**

**e. THE PROVISIONS OF THESE SECTIONS SHALL APPLY TO AND BENEFIT PIPER FIRE AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT). IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THESE SECTIONS AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.**

**f. PIPER FIRE ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF PIPER FIRE, AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.**

**g. Communication** – Customer is responsible for maintaining communication with Piper Fire.

**h. Confidentiality** – Customer shall keep the pricing information provided by Piper Fire confidential.

**i. Access to the Premises** – Customer must provide access to all areas of the premises and security personnel, when necessary. Piper Fire shall not be responsible for areas not accessed or deemed unsafe in Piper Fire's sole discretion.

**j. Equipment Disconnections** – Customer acknowledges that they are on notice that the system(s)/device(s) listed on the Supplemental Work Order may be temporarily or permanently disconnected and out of service; thus, cannot detect, perform and/or report occurrences or transmit signals. Customer is responsible for fulfilling all impairment protocols and requirements while the systems are impaired.

**k. Maintaining Existing System(s)** – Customer is responsible for maintaining all fire protection equipment and any systems in good working order as outlined in the applicable NFPA Standards, Life Safety 101 and any and all local rules, codes or standard applicable to the jurisdiction where the system(s) or equipment is/are located.

**i.** Customer is responsible for the existing system and its pre-existing condition. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the Services. Customer releases Piper Fire from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.

**ii.** Temperature – Customer shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at appropriate temperatures, as Piper Fire is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located.

**l. Hazardous Materials** – In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Piper Fire will not be required to install or service at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Piper Fire, its officers, directors and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Piper Fire's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Piper Fire.

**m. Payment**

**i.** Customer agrees to pay for Services upon acceptance of this Agreement or any Supplemental Work Order plus any applicable fees and sales tax. Alternative payment terms may be identified further in the Supplemental Work Order based on the type of Service or Inspection requested. Failure to pay amounts when due shall give Piper Fire, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Piper Fire's enforcement of this Agreement, including collection expenses, court costs, and attorney's fees.

**ii.** Cancellation Fee – Should the Customer cancel a scheduled appointment less than 24 hours in advance, then a \$195 fee may be charged.

**iii.** Additional Fees – In the event a technician is dispatched to the work site, as scheduled, but is unable to perform the Services through no fault of Piper Fire, then Customer agrees to an increase in the Agreement price for the actual time lost, travel time and materials. Additionally, any restocking fees assessed against Piper Fire will be invoiced to the Customer. If a special order was made, the Customer will be invoiced for that cost.

**iv.** Payment Waivers and Releases – Piper Fire will only execute waivers and releases that are provided by Florida Statute or otherwise mutually agreed upon.

**v.** Piper reserves the right to increase inspection services annually in an amount up to 5% of total inspection costs. In the event an amount over 5% is necessary, customer will be notified of said increase and a new authorized signed Supplemental Work Order will be required.

**4. TERM & TERMINATION OF THIS AGREEMENT**

**a. Term** – The "Initial Term" of this Agreement is for 3 years, beginning on the date written on page 1 of this Agreement.

**b. Renewal** – At the conclusion of the Initial Term, the Agreement will automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

**c. Termination** – In addition to any other remedies available to Piper Fire, Piper Fire may terminate this Agreement and discontinue any Services if i) Customer fails to follow Piper Fire's recommendations for the repair or replacement of defective parts of the system not covered under the Warranty; ii) in Piper Fire's sole discretion, the premises in which Services takes place is unsafe, unsuitable, or so modified or altered after installation as to render continuation of Services thereafter impractical or impossible; or iii) for breach, including Customer's failure to make payments when due; and Piper Fire will not be liable for any damages or subject to any penalty as a result of any such termination.

**5. MISCELLANEOUS**

**a. Assignment; Enforceability** – This Agreement is not assignable by the Customer except upon written consent of Piper Fire first being obtained. Piper Fire shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- b. Electronic Media** – Piper Fire may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Piper Fire may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.
- c. Governing Law; Exclusive Jurisdiction and Venue** – This Agreement shall be governed by the laws of the State of Florida, and the parties agree that any action for the enforcement or breach hereof or otherwise arising hereunder shall be brought and tried solely in the state or federal courts of the County of Pinellas, State of Florida, to which jurisdiction and venue the parties hereby consent and submit and declare to be the sole and exclusive jurisdiction and venue for such purposes. Neither party shall raise in connection therewith, and the parties hereby waive, any defense or objection based on venue, inconvenience of forum, lack of personal jurisdiction or the like in any such action or suit.
- d. Waiver of Jury Trial** – Each party hereby waives any right it otherwise would have to a jury trial to resolve any dispute it has with the other party under this Agreement.
- e. Headings** – Paragraph headings are for convenience only and shall not be used to interpret this Agreement.
- f. No Waiver** – No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach, whether of a similar or dissimilar nature.
- g. Public Records** – To the extent that Piper Fire meets the definition of "contractor" under Section 119.0701 Florida Statutes, Piper Fire must comply with public records laws to:
- Keep and maintain public records required by the public agency to perform the service.
  - Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
  - Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- h. NOTICE** – Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery, certified mail or commercial courier to the other party at the addresses listed on page 1, or via email with confirmation of receipt to the Site Contact Email address provided for on page 1. Any change in Customer's contact information must be communicated within 30 days of change.
- 6. Conditions for Monitoring: If customer has selected monitoring services, the following apply to such services** - In the event the Company receives a supervisory signal or trouble signal, Company shall endeavor to contact one of the Contacts or responding authority. Company shall not be responsible for a Contact or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. Cellular radio unit test supervision, if provide under this agreement, provides only the status of the radio unit's current signaling ability at the time of test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Customer understands that Company will not receive alarm signals when the telephone line or other transmission has been cut, interfered with or is otherwise damaged or if the alarm system is unable to acquire, transmit or maintain an alarm signal over a customer's telephone service for any reason including network outage or other network problem such as congestion or downtime, routing problems, or instability of signal quality. Customer also understands that other potential causes of such failure over certain telephone services including but not limited to some types of DSL, ADSL, VOIP, Digital Phone, internet protocol based phone or other internet interface type of service or radio service, including cellular or private radio etc. ("non-traditional telephone service") include but are not limited to (1) loss of normal electric power to customer premise and (2) electronics failure such as modem malfunctions.) Monitoring services may be cancelled with a 30 day written notice.
- Your alarm panel may be required to connect to two phone lines. One line is required to be dedicated provided by your phone provider.
- a. Excessive signals:** - If the alarm has a "runaway" system or is excessively communicating with the monitoring station without apparent reason, subscriber authorizes Piper to, without limitation, do any one or more of the following, ignore all communications received from the alarm, disconnect the alarm, or render the alarm incapable of communicating locally or with the monitoring station until the runaway condition is corrected. If subscriber fails or refuses to cooperate or correct the excessive communication problem within 24 hours of written or verbal communication from Piper or the monitoring station subscriber will be billed and shall pay the sum of one dollar (\$1.00) for each individual communication received by the monitoring station which is in excess of normal system testing.

**SIGNING THIS AGREEMENT:** If the person signing this Agreement is not the property owner, then Customer warrants to Piper Fire that the person executing this Agreement is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's designee. Customer warrants and covenants that the execution of this Agreement and the terms contained herein do not violate the provisions of any other agreement which Customer may have made.

**THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND PIPER FIRE. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF PIPER FIRE. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY SUPPLEMENTAL ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.**

IN WITNESS WHEREOF, Piper Fire and Customer have executed this Agreement and made it effective as of the earliest date on this page.

**Piper Fire Protection, Inc.:**

Melissa Faint

Signature

Melissa Faint

Print Name

Account Rep.

Title

July 6, 2021

Date

**Customer:**

\_\_\_\_\_

Authorized Representatives Signature

\_\_\_\_\_

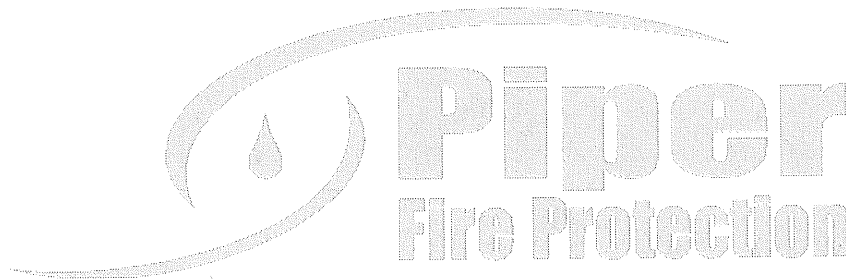
Print Name

Kim Strub

Title

President

Date



21079

# Piper Fire Protection, Inc.

PIRELLAS FL (727) 581-9339  
PIRELLAS FL (727) 581-9332  
HILLBOROUGH (813) 321-8101

13075 US Hwy 19 N. Clearwater, FL 33764 Email [customersupport@piperfire.com](mailto:customersupport@piperfire.com)

Lic # EFC001219

A-4115230001000

PIPERFIRE.COM

SARASOTA FL (941) 377-2100  
SARASOTA FL (941) 377-2001  
STATE-WIDE (800) 327-7604

## Customer Information Sheet

### Bill to Information

Bill To Client Name JUDIE LITTELL, PCM  
Bill to Address 3701 SOUTH OSPREY AVE  
City, State, Zip SARASOTA FL 34239-6848  
A/P Contact LORETTA BIRD Contact Email JLITTELL@PCMFLA.COM  
Phone Number 941-721-5393 Fax Number 941-923-7000  
Property Owner Legal Name ORCHID COVE CONDOMINIUM ASSOCIATION  
Property Owner Address 7534 MARSH ORCHID CIRCLE  
City, State, Zip BRADENTON FL  
Credit Card Number \_\_\_\_\_ Exp Date 1 CV2

### Service Site Information

Service Site Name ORCHID COVE CONDOMINIUM ASSOCIATION  
Service Address 7532 MARSH ORCHID CIRCLE  
City, State, Zip BRADENTON FL  
Site Contact Name KIM STRUB Site Email ORCHIDCOVEPRESIDENT@GMAIL.COM  
Phone Number 727-899-2869 Fax Number \_\_\_\_\_  
Type of Business HOA Year Established 2003  
P.O. Required? NO If yes, P.O. # \_\_\_\_\_  
Tax Exempt? NO If yes, please provide a copy of current certificate  
Special Instructions \_\_\_\_\_

Does building contain Asbestos material? Y/N NO If answering yes, please provide asbestos survey and/or abatement report.

Has your firm ever declared bankruptcy or have any judgments issued against them? NO

SIGNATURE

DATE

8-20-21

Estlegisher

Sprinkler

Fire Alarm