



ADDITIONAL SERVICES ADDENDUM

3001 Armory Drive, Suite 100, Nashville, TN 37204 | 1-866-837-8110 | adssecurity.com

Cust No.
CS No.
Job No. <i>OFFICE USE ONLY</i>

Customer Information

Name Lantana Oceanfront Condominlums			Date of Original Agreement		
Secured Premises Address			Premises Type <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial		
Street 1791, 1811, 1831, 1851, 1821 Highway A1A			Landline Phone () <input checked="" type="checkbox"/> None		
City Indian Harbour Beach	State FL	Zip 32937	Phone 1 ()		<input type="checkbox"/> Cell <input type="checkbox"/> Work
Email kenton.keltner@fsresidential.com			Phone 2 ()		<input type="checkbox"/> Cell <input type="checkbox"/> Work

Additional Equipment (to be installed)

Quantity	Description	Quantity	Description
5	AES Fire Alarm Wireless Communicators		

Additional Services & Installation (current monthly charges and billing cycle apply)

Services to be Provided (check all that apply)	Charges	Installation	Charges
<input type="checkbox"/> Monitoring: <input type="checkbox"/> Fire <input type="checkbox"/> Medical <input type="checkbox"/> CO <input type="checkbox"/> Water		Total Installation Charges	\$975.00
<input checked="" type="checkbox"/> Cellular/Radio Communication: <input checked="" type="checkbox"/> Primary <input checked="" type="checkbox"/> Secondary	\$320.00	50% Deposit Due (with agreement)	
<input type="checkbox"/> ADS Aniware® <input type="checkbox"/> ADS Aniware® Video		Balance Due (upon installation)	\$975.00
<input type="checkbox"/> Service Plan		Notes	
<input type="checkbox"/> Timer Test: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly		Billing Address: 3055 Cardinal Dr., Ste 200 Vero Beach, FL 32963 1-772-562-9031	
<input type="checkbox"/> Opening/Closing Supervision: <input type="checkbox"/> Supervised <input type="checkbox"/> Unsupervised			
Total Initial Monthly Service Charges	\$320.00		

Agreement & Authorization

TERM AND RENEWAL: THE INITIAL TERM FOR EACH SERVICE CONTRACTED FOR, AND CHECKED ABOVE, IS FIVE ^{THREE} ~~5~~ YEARS AND SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF ~~36~~ ³⁶ MONTHS UNLESS TERMINATED BY EITHER PARTY THROUGH WRITTEN NOTICE PROVIDED AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE CURRENT TERM (HEREINFTER THE "ADDENDUM TERM"). THE CUSTOMER UNDERSTANDS AND AGREES THAT, EXCEPT FOR THE ADDENDUM TERM, THIS ADDENDUM AND ALL EQUIPMENT AND/OR SERVICES PROVIDED HEREUNDER ARE SUBJECT TO ALL TERMS AND CONDITIONS OF THE INSTALLATION & MONITORING AGREEMENT (THE "AGREEMENT") REFERENCED ABOVE, INCLUDING WITHOUT LIMITATION, THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS. THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS ARE ALSO SET FORTH ON THE REVERSE SIDE OF THIS ADDENDUM, AND AGREED TO ONCE AGAIN BY THE CUSTOMER. PLEASE NOTE THAT ALL TERMS AND CONDITIONS OF THE AGREEMENT WILL CONTINUE TO APPLY TO THIS ADDENDUM, EVEN IF THE TERM OF THE AGREEMENT EXPIRES, TERMINATES OR IS CANCELLED BEFORE THE TERM OF THIS ADDENDUM.

FOR RESIDENTIAL SALES WHERE THE SALE IS MADE FACE TO FACE, CUSTOMER ACKNOWLEDGES RECEIVING TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM AND THE FOLLOWING NOTICE: "YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Additional Services Addendum to be executed on the date first written below.

Company	Customer	
Submitted By ADS Representative	Customer Signature	
	Date	Title (commercial only)
Approved By* Authorized ADS Representative	Customer Signature	
	Date	Title (commercial only)

*Binding on Company only when (1) signed by an Authorized ADS Representative; or (2) on the date when Company first provides Services checked above.



TEST AND INSPECTION AGREEMENT

3001 Armory Drive, Suite 100, Nashville, TN 37204 | 1-866-837-8110 | adssecurity.com

Cust. No.
CS No.
Job No.

This TEST AND INSPECTION AGREEMENT (the "Agreement") is entered into as of this 20th day of April, 2016, between ADS Security, L.P. (Company) and you (the Customer). This Agreement provides only for the Test and Inspection services indicated below, at the Premises Address indicated below, and only on the Equipment indicated on the attached Equipment List. The Company is defined in this Agreement to include its limited partners, general partners, officers, employees, agents, representatives, and subcontractors.

CUSTOMER INFORMATION

Customer Name Lantana Oceanfront Condominiums			Site Contact Name Judy Brauer		Contact Phone 1-772-562-9031	Fax
Billing Address 3055 Cardinal Dr., Ste 200			Premises Address 1791, 1811, 1821, 1831, 1851, Highway A1A			
City Vero Beach	State FL	Zip Code 32963	City Indian Harbour Beach	State FL	Zip Code 32937	

INSPECTION SERVICES/FEE

Service	Inspection Frequency	Monthly Fee
Fire Alarm Inspection	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> _____	\$66.65
Dry Sprinkler Inspection	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> _____	
Wet Sprinkler Inspection	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> _____	\$133.32
Pre-Action Sprinkler Inspection	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> _____	
Fire Pump Testing	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> _____	\$50.00
Standpipe and Hose System Inspection	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> _____	
Private Fire Hydrant Inspection	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> _____	
Backflow Inspection	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> _____	\$12.50
Other _____	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> _____	
Total:		\$262.47

Billing Cycle			
<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annually	<input checked="" type="checkbox"/> Annually

SCOPE OF TEST AND INSPECTION SERVICES DURING EACH CONTRACTED-FOR TEST AND INSPECTION SERVICE, COMPANY WILL PERFORM ONLY THOSE SERVICES AND PROCEDURES IDENTIFIED AND DESCRIBED ON THE ATTACHED SCOPE OF SERVICES AND TEST AND INSPECT ONLY THAT EQUIPMENT SET FORTH ON THE ATTACHED EQUIPMENT LIST. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO HAVE ANY EQUIPMENT NOT SET FORTH ON THE ATTACHED EQUIPMENT LIST TESTED AND INSPECTED IN ACCORDANCE WITH NFPA, LOCAL AUTHORITY HAVING JURISDICTION, OR OTHER APPLICABLE CODES, LAWS, GUIDELINES OR STANDARDS. FOLLOWING EACH CONTRACTED-FOR TEST AND INSPECTION, COMPANY WILL PROVIDE CUSTOMER WITH A TEST AND INSPECTION REPORT, AND SEND COPIES TO THE LOCAL AUTHORITY HAVING JURISDICTION, IF APPLICABLE.

TERM The Initial Term of this Agreement is 3 years from the date of this Agreement. After the initial Term, and if permitted by applicable law, this Agreement will automatically renew for successive one (1) year terms unless either party gives to the other at least sixty (60) days written notice of intention to terminate this Agreement before the expiration of the then applicable term, **OR ANY EXTENSION THEREOF**

DESIGNATED CUSTOMER EMPLOYEE At Company's request as indicated below, Customer shall provide a "designated" employee with a master key and access to all rooms or other areas protected by lock or occupied by employees or the public throughout the entire inspection process. If requested, failure of Customer to provide an appropriate designated employee for the test and inspection will result in cancellation and rescheduling of the work. Additional charges associated with the cancellation and rescheduling of a test and inspection will be billed at Company's current test and inspection rates. Additional labor time for work not specifically defined within the scope of this Agreement will be billed at the Company's then current labor rate. This Agreement does ; does not _____ require a designated customer employee.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND READING AND UNDERSTANDING THIS AGREEMENT, INCLUDING THE GENERAL TERMS OF THE REVERSE SIDE. PLEASE READ THIS AGREEMENT AND ALL OF THE GENERAL TERMS BELOW BEFORE SIGNING.

ADS Security, L.P.		CUSTOMER:	
Submitted By _____	Date _____	Authorized Signature _____	Date _____
Approved By _____	Date _____	Title _____	

GENERAL TERMS

1. LIMITATION OF COMPANY'S LIABILITY

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE; NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY (EXCEPT WILLFUL AND/OR INTENTIONAL MISCONDUCT) ARISING IN ANY WAY FROM THE TEST AND INSPECTION SERVICES (THE "SERVICES") CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THREE (3) TIMES THE ANNUAL COST INDICATED ON THE FRONT PAGE OF THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS LIMITED PARTNERS, GENERAL PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUBCONTRACTORS, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER SIGNED BY BOTH PARTIES WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHERS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION; GOVERNMENT FINES AND CHARGES; PERSONAL INJURY OR DEATH; ECONOMIC AND NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES AND EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND PUNITIVE.

2. INSURANCE/WAIVER OF SUBROGATION

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer deems necessary, including personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises, or possessions or people on the Premises. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND THE CUSTOMER'S APPLICABLE POLICY OF INSURANCE, THE CUSTOMER RELEASES THE COMPANY FROM ANY LIABILITY FOR ANY EVENT OR CONDITION COVERED BY THE CUSTOMER'S INSURANCE. THIS PROVISION IS INTENDED TO BE A WAIVER OF SUBROGATION.

3. INDEMNIFICATION

THIS AGREEMENT IS INTENDED ONLY FOR THE CUSTOMER'S BENEFIT. THEREFORE, THE CUSTOMER AGREES TO PROTECT, INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE COMPANY (INCLUDING PAYMENT OF REASONABLE ATTORNEYS' FEES AND COURT COSTS), FROM LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (THAT IS, ANY PERSON OR ENTITY WHICH IS NOT A PARTY TO THIS AGREEMENT) BROUGHT AGAINST THE COMPANY WHICH IN ANY WAY RELATE TO THE SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER SERVICES WHICH ANY SUCH THIRD PARTY CLAIMS WERE PROVIDED, OR SHOULD HAVE BEEN PROVIDED, UNDER THIS AGREEMENT. This Indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in States in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability (except willful and/or intentional misconduct).

4. CUSTOMER'S DUTIES/RESPONSIBILITIES

Although Company will be responsible for providing the contracted-for Services at the contracted-for intervals, Company will provide no tests or inspections or other services of any kind between those intervals unless separately contracted in writing to do so. Customer is, therefore, solely responsible for testing, inspecting, maintaining, and repairing the Equipment subject to this Agreement, and all other alarm or fire detection/protection/suppression equipment at the Premises, during the intervals between the contracted-for Services. Company assumes no liability for, and is in no way responsible for, any damage or loss of any kind or nature whatsoever, which may occur in the intervals between the contracted-for Services. Although Company may, from time to time, contact the Customer in an effort to schedule the contracted-for Services, it is the sole and exclusive responsibility of the Customer to contact the Company to schedule the contracted-for Services at the contracted-for intervals. It is the Customer's responsibility to make the Premises available to Company during normal business hours (8:00 a.m. to 5:00 p.m.) so that Company may perform the contracted-for Services. If the Customer fails to make the Premises available on the date and time agreed or fails to provide a "designated employee", if applicable, then Company shall have the right, in its sole discretion, to charge the Customer an additional reasonable fee.

5. COMPANY WILL NOT REPAIR/REPLACE

Company will not repair or replace any Equipment, or otherwise be responsible for any material defect, failure or non-compliance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during the contracted-for Services, unless Customer separately contracts in writing with Company to do so for a separate additional fee. Customer understands and agrees that, while Company is performing the contracted-for Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, or any related real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any damage from any such failure, if contracted separately in writing to do so for an additional fee. Any additional equipment or future services requested or authorized by Customer and provided by Company after the execution of this Agreement will be subject to all terms of this Agreement (including the Limitation of Company's Liability, Insurance/Waiver of Subrogation and Indemnification).

6. NO WARRANTY

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED BY THIS PROVISION.

7. THE CUSTOMER'S DEFAULT/REMEDIES

The Customer agrees to pay the Monthly Fees and other charges under this Agreement as and when due. If the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and seventy five percent (75%) of all amounts to become due and owing for the unexpired term of this Agreement; and (b) the Company's reasonable collection costs, including attorneys' fees and costs. Upon termination, the Company shall have no obligation whatsoever to perform any of the Test and Inspection Services.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date. In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance/Waiver of Subrogation, Indemnification, and Limitation of Lawsuits/Jury Trial Waiver.

8. TRANSFERS

The Customer cannot transfer or assign this Agreement without the Company's consent. The Company can transfer or assign this Agreement, or subcontract any of its obligations, without the Customer's consent. Anyone to whom the Company transfers, assigns or subcontracts this Agreement or any of its obligations shall have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.

9. LIMITATION ON LAWSUITS/ JURY TRIAL WAIVER

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability for that claim. The discovery rule shall not apply to toll this one (1) year contracted-for limitation period. Time is of the essence. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

10. MISCELLANEOUS

After the Initial Term of this Agreement, the Company may increase the Fees for Services by no more than five percent (5%) per annum and the Customer agrees to pay the increased charges.

This Agreement is governed by the laws of the State where the Premises is located. The Customer warrants and represents that the person signing this Agreement has the authority to do so, and in doing so the Customer will not violate any other agreement.

The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, proposal, purchase order, or other document or contract submitted by the Customer. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Services. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

This Agreement contains the entire understanding between the Customer and the Company with respect to the Services described herein and replaces and supersedes any other documents or discussions the Company previously had with the Customer with respect to the services subject to this Agreement.

Scope of Services

Fire Alarm Inspection

The Scope of Fire Alarm Services set forth below are guidelines. Your local Authority Having Jurisdiction determines the required frequency and the services to be performed at various intervals. Each service below will likely not be performed each month, quarterly or semi-annually.

- Ensure there are no changes that affect equipment performance. Inspect for building modifications, occupancy changes, changes in environmental conditions, device location, physical obstructions, device orientation, physical damage and degree of cleanliness.
- Test the control panel functions to include the lamps and LEDs, check fuses, interface equipment and primary power.
- Test smoke detectors by introducing approved aerosol into smoke detector chamber, or specific manufacturer recommended methods of performing the proper test and verify the proper signal was received at the alarm panel.
- Test manual pull stations through a full range of motion and verify the proper signal was received at the alarm panel. Test any other peripheral devices on the fire alarm system.
- Test and inspect all audible and visual devices to ensure that they are unobstructed, proper lights activate and the sound level is above the ambient noise levels. Verify voice evacuation messaging is clear when activated.
- Load test stand-by batteries and check auxiliary functions such as a door release.
- Test battery charger. Verify batteries have not exceeded 5 years since install date.
- If a dialer is installed, verify the central station monitoring company received the appropriate signals.
- Test remote annunciator(s) to verify they accurately portray where the alarm exists in the protected premises.
- Test duct detectors and ensure proper unit shutdown, if applicable.

Additional Services if Specifically Contracted

NFPA requires sensitivity testing of smoke detectors to be performed initially and every other year thereafter. This service is not included in this contract unless specifically stated and for an additional fee. IT IS IMPORTANT THAT ALL DEVICES ARE DISCLOSED TO ADS SECURITY SO THAT EVERY DEVICE IS PROPERLY INSPECTED.

Monthly, Quarterly, Semi-Annual Dry Sprinkler Inspection

- Visual inspection of the sprinkler risers and valve trim for damage.
- Flow test vane switches every other quarter. In alternate quarters, visual inspection of water and cycle valves.
- Test all alarm and supervisory device functions by flowing water through the devices and exercising valves.
- Check system gauge calibration date and verify the water pressure is adequate.
- Flow switches are tested by flowing water through inspector's test connection or the alarm test line where applicable.
- Flow water through the main drain, record readings and compare to previous readings on file.
- Check fire department connections for proper caps and being unobstructed.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- Drain the drum drips.

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Annual Dry Sprinkler Inspection

- Visual inspection from the floor for proper orientation, support and clearance of all sprinkler heads and system piping that are readily viewable and accessible.
- Main drain tests are performed to verify proper water volume and pressure is available for the sprinkler system and results are recorded.
- Lubricate valves.
- If connected to the building alarm system, alarm and supervisory devices are checked to make sure proper annunciation and notification is indicated.

- Check fire department connections for proper caps and being unobstructed.
- Check system gauge calibration date and verify the water pressure is adequate.
- Check for proper signage on valve
- Inspect spare head box for proper inventory of spare sprinkler heads and wrenches.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- All alarm and supervisory functions are tested by either bump testing or full trip testing of the dry pipe valve and exercising valves.
- Trip test dry valves and record trip test time on inspectors report.
- Test and record the trip pressures and the low air pressures.
- Inspect valve room for proper heat for cold weather.
- The compressor is inspected for proper cut-in and cut-out pressures.
-

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Monthly, Quarterly, Semi-Annual Wet Sprinkler Inspection

- Visual inspection of the sprinkler risers and valve trim for damage.
- Flow test vane switches every other quarter. In alternate quarters, visual inspection of water and cycle valves.
- Test alarm and supervisory device functions by flowing water through the devices and exercising valves.
- Check system gauge calibration date and verify the water pressure is adequate.
- Flow switches are tested by flowing water through inspector's test connection or the alarm test line where applicable.
- Flow water through the main drain, record readings and compare to previous readings on file.
- Check fire department connections for proper caps and being unobstructed.
- Verify that all the valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Annual Wet Sprinkler Inspection

- Visual inspection from the floor for proper orientation, support and clearance of all sprinkler heads and system piping that are readily viewable and accessible.
- Main drain test is performed to verify proper water volume and pressure is available for the sprinkler system and results are recorded.
- Drain low points.
- If connected to the building alarm system, alarm and supervisory devices are checked to make sure proper annunciation and notification is indicated.
- Check fire department connections for proper caps and being unobstructed.
- Check system gauge calibration date and verify the water pressure is adequate.
- Check for proper signage on valves.
- Inspect spare head box for proper inventory of spare sprinkler heads and wrench.
- Verify that all valves are in proper position and sealed and supervised.

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Pre-Action Sprinkler Inspection

- Visual Inspection from the floor for proper orientation, support and clearance of all sprinkler heads and system piping that are readily viewable and accessible.

- Main drain tests are performed to verify proper water volume and pressure is available for the sprinkler system and results are recorded.
- Lubricate valves.
- Drain low points.
- If connected to the building alarm system, alarm and supervisory devices are checked to make sure proper annunciation and notification is indicated.
- Check fire department connections for proper caps being unobstructed.
- Check system gauge calibration date and verify the water pressure is adequate.
- Check for proper signage on valves.
- Inspect spare head box for proper inventory of spare sprinkler heads and wrenches.
- Verify that all the valves are in proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- All alarm and supervisory functions are tested by either bump testing or full trip testing of the dry pipe valve and exercising valves.
- Trip test Dry Valves and record trip test time.
- Record the trip pressures and the low air pressures.
- The valve room is inspected for proper heat for cold weather.
- The compressor is inspected for proper cut-in and cut-out pressures.
- Trip test the pre-action valves and record trip test time.
- Record the trip pressures and the low air pressures.

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Fire Pump Testing

- All system components will be visually inspected to insure that the pump components appear to be in normal condition and free from physical damage. Check pump to driver for correct alignment.
- Verify that the fire pump controller is in the proper configuration.
- If appropriate, check the transfer switch position, the reverse phase alarm and diesel level.
- Perform a no flow test by starting the pump automatically. Electric pumps will be run for a minimum of 10 minutes and diesel pumps will run for a minimum of 30 minutes.
- All local and supervisory devices will be tested for proper operation.
- Supervisory switches installed on control valves will be tested.
- All control valves will be fully exercised through its full range and returned to its normal position.
- Each fire pump assembly shall be tested under minimum (no flow), rated (100%) peak (150%) flows of the fire pump by controlling the quantity of water discharged through approved test devices. The results will be compared to past tests.
 - Exception 1: When weather conditions or other circumstances prohibit discharging of water, this part of the test procedure will be modified or postponed until the next regularly scheduled inspection visit.
 - Exception 2: If available suction supplies do not allow for 150% of the rated flow of the pump capacity, the fire pump shall be operated at the maximum allowable flow.
- All diesel annual service will be priced on a case by case basis and will be performed by fire pump sub-contractors.

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Standpipe and Hose System Inspection

- Components of the standpipe and hose system will be visually inspected from the floor level to insure that it appears to be in normal operating condition and free from physical damage.
- Components to be inspected are the pipe, hangers, hose valves, nozzles and cabinets that are installed in a visible area. Piping or components that are installed in concealed spaces or above drop ceilings are excluded.

- Alarm devices, if provided, will be tested by flowing water through provided outlets.
- Local supervisory alarms will be tested.
- The condition of the fire department Siamese connection shall be checked including caps, gaskets, clappers and ball drips provided that all parts are accessible.
- Supervisory switches installed on control valves will be tested.
- A main drain flow test will be performed on each system riser where installed.
- All control valves will be fully exercised through its full range of motion and returned to its normal position.

Additional Services if Specifically Contracted

THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS AGREEMENT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Private Fire Hydrant Inspection

- Notify customer or assigned site rep that fire hydrants are being tested. Ensure there are no restrictions or environmental constraints prior to venting water from hydrant.
- Inspect hydrant body as required. Report major paint damage or corrosion to customer.
- Remove hydrant caps. Verify cap threads and hydrant nozzle threads are in good condition. Inspect interior of hydrant barrel.
- Clean and lubricate the cap and nozzle threads. Inspect cap gaskets and ensure rubber is pliable and free of cracks.
- Verify cap restraining chains are properly attached to hydrant and in good condition.
- Lubricate the hydrant per manufacturer's instructions. Check oil level in bonnet head if required.
- Reassemble the hydrant and install flushing.
- Slowly open hydrant and continue cycling until full flow is achieved. Run water until clear with no visible discoloration or sediments.
- Use calibrated pitot meter to measure flow rate and compare results to rated GPM on hydrant. Use calibrated gauge to measure and record static pressure.

Backflow Inspection

- Notify customer or assigned site rep that backflow is being tested. All domestic device testing to be coordinated for facility water shut off.
- Flush all test cocks until clear of sediments or debris. Attach gauge line fittings and reducers as required.
- Cycle shut off valve #1 and verify no water leaks. Reopen valve and lubricate spindle as required.
- Cycle shut off valve #2 and verify no water leaks. Reopen valve and lubricate spindle as required.
- Use differential pressure gauge test kit to operate check valve #1 and valve #2. Observe differential pressures across each check valve and record results on standard water purveyor's form.
- Upon completion of backflow testing, restore unit to service and ensure assembly is free of leaks.
- Notify customer or assigned site rep that work is complete and discuss any issues noted during testing.



Office: 321-751-0777
Data: 321-345-4190
Mobile: 407-414-6327

State License # FED12-000026
Permit # FEP12-000191
D. O. T. # HO22

lannymorton@patriotfiredefense.com

www.patriotfiredefense.com

Lantana Oceanfront Condominiums
1831 A1A
Indian Harbour Beach, FL. 32903

Terry Kennedy
ADS Security

April 04, 2016
Cell: 321.288.3639

This proposal is for a 3 year contract to test, inspect and maintain the Portable Fire Extinguishers per Florida Fire Prevention Code, National Fire Protection Association (NFPA) 10, Florida Statute 633 and Department Of Transportation for pressurized cylinders.

Annual inspection includes cylinder inspection, gauge, pull-pin, hefting / weighing, hose, nozzle, logging Date Of Manufacturer (DOM), hydrostatic testing date, recharge date and affix new certification.

Description	Price Each	Qty	Annual
Inspection / Certification	\$ 3.00	26	\$ 78.00
5# Six-Year Maintenance	\$ 24.70		
10# Six-Year Maintenance	\$ 39.00		
5# Replacement	\$ 39.95		
10# Replacement	\$ 72.00		
Tamper Seal	No Charge		
Monthly OSHA Tag	No Charge		
E-Light Inspections	No Charge		
Service Charge / Delivery	\$ 25.00		

A complete list that includes fire extinguisher serial number, size, dates, and location will be provided at the completion of each job in Excel, PDF or RTF.

Proposal Accepted: *Specifications and conditions within this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Warranty for labor on cylinder maintenance is one year. New fire equipment carries the manufacturer's warranty unless otherwise specified. All new fire equipment, tag and certifications are the property of Patriot Fire Defense until accounts payable has been satisfied.*

Signature _____ Date _____

Printed _____



INSTALLATION & MONITORING AGREEMENT-FLORIDA

3001 Armory Drive, Suite 100, Nashville, TN 37204 | 1-866-837-8110 | adssecurity.com

Cust No.
CS No.
Job No.

Customer Information				
Name Lantana Oceanfront Condominiums		Premises Type <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial		
Secured Premises Address		Landline Phone () <input type="checkbox"/> None		
Street 1791,1811, 1831, 1851, 1821 Highway A1A		Phone 1 () <input type="checkbox"/> Cell <input type="checkbox"/> Work		
City Indian Harbour Bch	State FL	Zip 32937	Phone 2 () <input type="checkbox"/> Cell <input type="checkbox"/> Work	
County Brevard		Email		

Services & Installation			
Services to be Provided (check all that apply)		Charges	<input type="checkbox"/> Lease (commercial only) <input type="checkbox"/> Purchase
<input checked="" type="checkbox"/> Monitoring: <input type="checkbox"/> Burglar <input checked="" type="checkbox"/> Fire <input type="checkbox"/> Medical <input type="checkbox"/> CO <input type="checkbox"/> Water		\$150.00	Installation
<input type="checkbox"/> Cellular/Radio Communication: <input type="checkbox"/> Primary <input type="checkbox"/> Secondary			Charges
<input type="checkbox"/> Internet Monitoring			Total Installation Charges
<input type="checkbox"/> ADS Aniware® <input type="checkbox"/> ADS Aniware® Automation			50% Deposit Due (with agreement)
<input type="checkbox"/> Access Control <input type="checkbox"/> Managed			Balance Due (upon installation)
<input type="checkbox"/> Video Surveillance			Billing Cycle
<input checked="" type="checkbox"/> Service Plan		\$400.00	<input type="checkbox"/> Monthly (EZ Pay/eBill) <input type="checkbox"/> Semi-Annually
<input type="checkbox"/> Timer Test: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly			<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually
<input type="checkbox"/> Lease (commercial only)			Notes Billing Address: 3055 Cardinal Dr., Ste 200 Vero Beach, FL 32963
<input checked="" type="checkbox"/> Other <u>Elevator Phone Monitoring</u>		\$100.00	
Total Initial Monthly Service Charges		\$650.00	

Agreement & Authorization		
<p>TERM AND RENEWAL: The initial term of this Agreement is for 3 YRS and shall automatically renew for successive terms of one (1) month unless terminated by written notice at least thirty (30) days before the end of the current term, OR ANY EXTENSION THEREOF</p> <p>By executing this Agreement, Customer agrees to the terms and conditions set forth herein. Customer specifically acknowledges Customer has read this six (6) page Agreement and understands all the terms and conditions of this Agreement, including but not limited to, Paragraph 5, Limitation of Liability and Paragraph 6, Indemnification and Subrogation Waiver.</p> <p>FOR RESIDENTIAL SALES WHERE THE SALE IS MADE FACE TO FACE, CUSTOMER ACKNOWLEDGES RECEIVING TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM AND THE FOLLOWING NOTICE: "YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."</p> <p>IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the date first written below.</p>		
Company	Customer	
Submitted By ADS Representative	Customer Signature	
	Date	Title (commercial only)
Approved By* Authorized ADS Representative	Customer Signature	
	Date	Title (commercial only)

*Binding on Company only when (1) signed by an Authorized ADS Representative; or (2) on the date when Company first provides Services checked above.
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IMPORTANT TERMS AND CONDITIONS

1. Definitions. This paragraph defines certain terms used in this Installation and Monitoring Agreement. "Agreement" means this Installation and Monitoring Agreement. "Premises" means the Secured Premises Address identified on page 1. "Company" means ADS Security, L.P., and, when such term is used in paragraphs 5 and 6 of this Agreement, shall also include its partners, limited partners, general partners, shareholders, directors, officers, employees, agents, subcontractors, independent contractors and assigns. "Customer" means, in the case of residential premises, the individual(s) signing this Agreement, and, in the case of commercial premises, the entity named as the "Customer" on page 1. Any individual signing this Agreement on behalf of an entity hereby represents and warrants to Company that he/she has the authority to legally bind such entity. "System" means the equipment, hardware, wiring, related components, CPU chip, software, data, passcode to the software, the transmitting and receiving equipment required for monitoring service, and apparatus provided in the Equipment (to be installed) section of this Agreement.

2. Installation Charges; Ownership; Risk of Loss; Credit Investigative Report. Customer shall pay Company the "Deposit Due (with agreement)" when this Agreement is executed and "Balance Due (upon installation)" upon substantial completion of the installation of the System. If there is a delay of installation due to no fault of Company, Company may in its sole discretion bill the "Balance Due (upon installation)" progressively on a percentage of completion basis or invoice the remaining balance upon substantial completion of the installation. Unless the System is leased, except as provided in the last sentence of this paragraph, the System will become the property of Customer upon full payment of the "Total Installation Charges." Leased equipment will always remain property of the Company. Risk of loss to the System shall pass to Customer upon delivery to the Premises. Customer permits and consents to credit investigations/reports by Company throughout the initial term and all renewal terms of this Agreement. Company will begin the monitoring and notification services only after the System is installed, operational, and the "Total Installation Charges" have been paid, in full. The following will always remain property of the Company: the CPU chip, software, data, pass code to the software, FCC licensed transmitters, and the transmitting/receiving equipment for monitoring service.

3. Total Monthly Service Charges; Finance and Late Charges. Customer agrees to pay Company the "Total Monthly Service Charges" per the "Billing Cycle" set forth on page 1 of this Agreement (subject to increase as provided in Paragraph 4 of this Agreement) for the initial ~~36~~¹⁸ months term of this Agreement and any renewal term. Payment is due on the date provided on each invoice. A finance charge of 1.5% percent per month (18% percent per year) will apply to all invoices not timely paid per the applicable invoice. Customer agrees to pay Company an administrative fee (late charge) of 5% percent of any payment received by Company after the date the payment is due and owing.

4. Increase in Charges. Company may increase the Total Monthly Service Charges at any time after ~~30~~¹⁸ months from the date of this Agreement. If Customer is unwilling to pay the increase, Customer must (i) notify Company in writing by ~~certified mail, return receipt~~; and (ii) mail the notice within 30 days of the date of Company's notice of the increase. If the Customer does not timely notify the Company, the Customer hereby consents to the increase and all other terms and conditions of this Agreement shall remain unchanged and in full force and effect. In the event the Company receives a notice from the Customer indicating unwillingness to pay the increase, the Company may, in its sole discretion, elect to terminate this Agreement upon ~~30~~⁶⁰ days written notice to the Customer or continue the prior rate and allow this Agreement to remain in full force and effect.

5. LIMITATION OF LIABILITY. ~~IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER ARISING IN ANY WAY FROM ANY FAILURE OF THE SYSTEM, OR ANY COMPONENT THEREOF, IN ANY RESPECT, OR A FAILURE OF COMPANY OR OTHERS TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS CONTRACTED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, RECOMMENDATIONS, DESIGN, INSTALLATION, REPAIR, MONITORING, SERVICES, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO FIVE HUNDRED DOLLARS (\$500.00), COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY MAY AGREE TO ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES AGREE TO ASSUME A GREATER LIABILITY, A RIDER WILL BE ATTACHED TO THIS AGREEMENT WHICH MUST BE SIGNED BY COMPANY AND CUSTOMER TO BE BINDING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOST WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE.~~

6. INDEMNIFICATION AND SUBROGATION WAIVER. IF ANY LAWSUIT OR CLAIM IS FILED OR MADE BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CROSS-CLAIMS, THIRD PARTY CLAIMS, SUBROGATION CLAIMS, AND CLAIMS BY OTHERS WHO ARE NOT PARTIES TO THIS AGREEMENT) AGAINST COMPANY DUE TO OR ARISING FROM THE FAILURE OF THE SYSTEM OR SERVICES IN ANY RESPECT WHATSOEVER OR A FAILURE OF COMPANY TO PERFORM, OR PROPERLY PERFORM, ANY OF THE OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, DESIGN, INSTALLATION, REPAIR, MONITORING, OR SERVICE, CUSTOMER AGREES TO BE SOLELY RESPONSIBLE FOR AND SHALL INDEMNIFY, SAVE, DEFEND, AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING PAYMENT OF ALL COMPANY DAMAGES, EXPENSES, SETTLEMENTS, COSTS, AND REASONABLE ATTORNEYS' FEES. THESE OBLIGATIONS OF CUSTOMER WILL APPLY REGARDLESS OF WHETHER SUCH LAWSUIT OR CLAIM IS BASED UPON ANY NEGLIGENCE OR GROSS NEGLIGENCE OF THE COMPANY, BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRIBUTION, INDEMNIFICATION, STRICT OR PRODUCT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR ANY OTHER FAULT OR FAILURE OF COMPANY WHATSOEVER, OR THE SYSTEM OR SERVICES. CUSTOMER HEREBY WAIVES ALL CLAIMS FOR RECOVERY AGAINST COMPANY AND OTHERS FOR ANY LOSS OR DAMAGE OF WHATEVER KIND OR SORT INSURED UNDER VALID OR COLLECTABLE INSURANCE POLICIES. THIS WAIVER OF SUBROGATION RIGHT SHALL EXTEND TO ALL FORMS OF SUBROGATION, INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND CONVENTIONAL SUBROGATION, AND SHALL BE BINDING ON ANY AND ALL ASSIGNEES OR SUBROGEEES OF CUSTOMER'S RIGHTS.

7. Additional Customer Duties, Responsibilities and Warranties. It is Customer's sole responsibility to (A) follow all the Company's and manufacturer's guidelines, instructions, and recommendations; (B) comply with all laws, codes and regulations pertaining to the System and the services the Company provides under this Agreement; (C) confirm that Customer's communications equipment, technology and services are compatible with the System and communicating with the Company's central monitoring station (if applicable), especially if there are changes to the equipment, technology or services, e.g., call waiting, answering machines, Digital Subscriber Line ("DSL"), Broadband over Power Lines ("BPL"), voice (or data) over the internet ("VOIP") service, internet service provider (ISP), server, router and related passwords, etc.; (D) test the System at least weekly, and whenever changes are made to communications equipment, technology or service for the Premises; and (E) immediately report any problem or failure of the System to the Company for service. Customer promises that (i) the System and services in this Agreement are for Customer's own use and not for the benefit of any other party; and (ii) Customer is the owner of the Premises where the System is being installed or Customer has the authority to authorize the Company to install such System.

8. Installation. Customer shall provide Company with access to the Premises during Company's normal working hours and provide Company with adequate light and power for installation of the System. Installation may require drilling into various parts of the Premises, Customer consents to same, and understands and agrees that Company is not responsible for any damage or repairing any damage (cosmetic or otherwise) caused during installation. Customer acknowledges that Company has no knowledge of, existing hidden pipes, wires or other like objects within walls, floors, ceilings, and other concealed spaces, and it is Customer's obligation to advise Company of such objects, failing which Company is released from any damages, losses or expenses resulting from or as a consequence of such hidden objects.

IMPORTANT TERMS AND CONDITIONS

9. Takeover Systems. If contracted for, Company will attempt to connect Customer's personally owned system which was not installed by Company ("Pre-existing System") to Company's central monitoring station. Company will advise Customer of required repair or replacement costs, if any, to connect Customer's Pre-existing System to the central monitoring station. If Customer declines to pay such costs, Company may cancel this Agreement without any liability. If Customer's Pre-existing System is connected to the central monitoring station, Company shall have no liability for the operation, non-operation, actuation, non-actuation, or erroneous actuation of the Pre-existing System or connection. Any repairs will be performed on a time and material basis, subject to available parts, and the Pre-existing System will not be eligible for the "New Installation Service" in paragraph 10. If Company takes over from another company rendering services to a Pre-existing System, in whole or in part, Company has no duty or obligation to re-engineer, verify compliance to code or industry standards, or test the Pre-existing System at any time, including during any future service call.

10. New Installation Service; Service Plan; Time and Material Service; Service Hours. New Installation Service. For 90 days following the installation of the System with respect to parts and labor, Company will repair or, at Company's option, replace any part of the System which becomes defective excluding wiring, ordinary wear and tear, and all conditions and exclusions set forth below without charge to Customer (hereinafter the "New Installation Service"). The New Installation Service does not apply to a "Pre-existing System" or any of the Exclusions below. Service Plan. If Customer purchased the "Service Plan," Company will repair or, at its option, replace any part of the System requiring such repair or replacement due to ordinary wear and tear or malfunction of the System, but not due to any Exclusion below. The "Service Plan" and the related billing will commence on the date the System is installed and operational and will continue for the initial ³YRS term of this Agreement, and, thereafter, shall automatically renew for successive terms of 1 month at Company's then current "Service Plan" rate unless terminated by either Customer or Company by written notice at least 30 days before the end of the then current term. Exclusions. The following are excluded from the New Installation Service and Service Plan: (i) damage from accidents, vandalism, negligence, Acts of God, natural disasters, war, terrorism, civil strife, water and moisture, lightning, electrical surge, fire, alteration, abuse, or misuse; (ii) Customer's failure to properly close or secure a door, window or other point protected by an alarm device; (iii) Customer's failure to follow Company's and manufacturer's guidelines, instructions, and recommendations; (iv) trouble in telephone line, use of non-traditional telephone line or service (including, but not limited to, DSL, Asymmetric Digital Subscriber Line ("ADSL"), VOIP, etc.), radio frequency interference or due to interruption of power; (v) changes to the System necessitated by a change in telephone service provider, area code or dialing changes; (vi) addition or removal of an answering machine, fax, modem, DSL, T-1, Integrated Services Digital Network ("ISDN"), call waiting or other calling features; (vii) repairs needed to security screens, exterior mounted devices or Programmable Read Only Memory ("PROM"); (viii) alterations to the Premises; (ix) alterations to the System made at Customer's request, required by a change to the Premises or technology made by cellular and radio frequency service providers; (x) unauthorized repair or service; (xi) replacement batteries and related labor; and (xii) for any other cause beyond Company's control. Time and Material & Emergency Service. For any services not covered by the New Installation Service or a Service Plan, Customer shall pay Company on a time and material basis at Company's then prevailing rate for any service call. If any services are requested outside of Company's normal working hours, Customer will be required to pay a surcharge at Company's then applicable rates. Service Hours. Company will not perform any service under the New Installation Service, Service Plan or otherwise unless requested by the Customer. Upon such request, all service will be done as soon as reasonably possible during Company's normal working hours. Company assumes no responsibility for any delay in performing any service, or any event (burglar, fire or otherwise) or loss (property, personal injury or otherwise) which occurs before or during any service. Company may, in its sole discretion, use new or functionally operative parts for any replacement services from the original or other manufacturers.

11. Internet Monitoring. If applicable or contracted for, Customer acknowledges that internet monitoring is subject to interruptions due to numerous causes that are beyond the control of the Company which may result in loss of System's communication signals from Premises through no fault of Company. Customer acknowledges that Company cannot warrant reliability of Customer's internet service or internet service provider, and that Company makes no representations regarding the reliability of internet communications. Customer accepts full responsibility for mitigating loss of, and restoration of, internet communications. Customer acknowledges that, in the event of internet communication failure, the System will not be monitored by the central monitoring station until internet communications are restored by Customer and verified by Company. Further, Customer acknowledges that Company will not be able to advise Customer of communication failure when internet communications fail. Customer further understands that altering, changing, switching, or disconnecting the communications equipment and/or Customer's internet network (including, without limitation, the server, router, passwords or internet service providers) may compromise the transmission of monitored conditions to the central monitoring station, and render the communications equipment unable to transmit monitored conditions. Customer is solely responsible for (i) testing the communications equipment to assure that monitored conditions are being properly transmitted to the central monitoring station in the event of any such alterations, changes, switches and/or disconnections; and (ii) performing all repairs, modifications, changes, additions and/or services to Customer's internet network and communications equipment which may be required to re-establish the proper transmission of monitored conditions to the central monitoring station.

12. ADS Aniware®. If Customer purchased the ADS Aniware® service, then Customer understands that this service is dependent on the communication equipment or services personally owned or controlled by the Customer (which may include computers, cellular phones, PDA devices, telephone network, BPL, VOIP, the internet, cable system or service, or a wireless system or service) to transmit and receive data and function as intended and designed. Hence, the ADS Aniware® service is not infallible and the transmission and receipt of data may be interrupted, circumvented, outside the control of Company, or otherwise compromised and, in that event, "ADS Aniware®" will be unable to receive data, transmit data, or otherwise function as intended and designed.

13. ADS Aniware® Automation. If contracted-for, the ADS Aniware® Automation service enables the Customer to manage thermostats, lights, door locks, water valve controls and other small appliances at the Premises, either remotely through ADS Aniware® or from the control panel. See ADS Aniware® above for limitations.

14. Managed Access Control. Company shall maintain the data base for the operation of the Managed Access Control System on a 24 hour per day, 7 day per week basis. Customer will (i) notify Company in writing via e-mail or facsimile addressed to the Company designated representative of all changes in personnel and/or access levels of authorization and restrictions, and (ii) provide Company with Access Card serial numbers or biometric data and such information that Customer deems necessary to identify personnel. Company shall have remote internet access to Customer's designated access control panel(s) and shall program and make data base updates to the System within a reasonable period of time upon request. Customer is responsible for maintaining its computer network and internet access.

15. Video Surveillance. If Customer purchased video surveillance services ("Video Surveillance") or video services through "ADS Aniware®" then Customer agrees to: (A) use the services for security and/or management purposes only; (B) inform all persons on the Premises that they may be monitored by video; (C) provide and maintain adequate power and lighting for all cameras and other video-related equipment; (D) not use or permit the use of the video in any location where a person may have a reasonable expectation of privacy; (E) not use the video for any unlawful activity; (F) use broadband connectivity exclusively to transmit video images; and (G) obtain and maintain all required permits and licenses. Customer further understands and agrees that the video surveillance system may allow Company to record, store and review images of certain areas of the Premises. In that event, Customer agrees, authorizes and consents to Company recording, storing and reviewing video images.

IMPORTANT TERMS AND CONDITIONS

16. Timer Test. Any Customer who has contracted for a Commercial Fire Alarm System or a Commercial Fire and Burglar Alarm System shall receive a Daily Timer Test. Any Customer who has contracted for a Residential Fire and Burglar Alarm System will receive a Monthly Timer Test. Any Customer who has contracted for a Commercial Burglar Alarm System only or a Residential Burglar Alarm System only will receive no Timer Test, unless a Monthly Timer Test is contracted for and referenced on the first page of this Agreement. The Timer Test seeks to verify, at the time of the Timer Test only (once a day for the Daily and once a month for the Monthly), the communications path between the System and the central monitoring station. The Timer Test does not test each and every component of the System or ensure that it is functioning properly. If the System passes the Timer Test, there will be no further action. If the System fails the Timer Test, you will receive a telephone call or an email from the central monitoring station advising you of the failure.

17. Additional Equipment or Service. Any additional equipment or services requested or authorized by Customer and provided by Company after the execution of this Agreement shall be subject to all terms of this Agreement (including the Limitation of Liability and the Indemnification and Subrogation Waiver), and any Additional Services Addendum which may be signed by Customer and Company. If there is any conflict between the Term and Renewal of this Agreement and any Additional Services Addendum, the Term and Renewal of any Additional Services Addendum shall apply.

18. Transmission of Data. Customer understands that the System may transmit data to a central monitoring station or elsewhere using one or more forms of communications equipment or services, including, a telephone network, BPL, VOIP, the internet, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). The System's ability to transmit data and the ability of a central monitoring station to receive and understand data will be dependent upon the proper functioning of the communications equipment. The Company is not responsible in any way for the proper functioning of the applicable customer provided communications equipment and makes no warranties or representations whatsoever regarding its reliability, adequacy or functionality. Accordingly, Customer understands that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented, outside the control of Company, or otherwise compromised. Customer understands: (i) the System including, without limitation, the communications equipment or service used in the System, is not supervised; (ii) if the communications equipment or service is incompatible, inoperative, or interrupted by any interference, loss of a telephone line or dial tone (either because the line is cut, off the hook, or otherwise), or any other cause, there will be no indication of such interruption at the central monitoring station; and (iii) for an additional cost, Customer may purchase some form of redundant communications equipment or service, such as some form of wireless communication.

19. Customer Default; Company's Remedy. Customer will be in breach of this Agreement if: (i) Customer fails to pay any fees, charges, or other amounts within 10 days of when due; (ii) Customer terminates this Agreement prior to the end of the Term or any Renewal Term; or (iii) Customer fails to comply with any of the other terms of this Agreement. If Customer breaches this Agreement, in addition to any other remedies provided by law, Company may, without notice, do any or all of the following: (1) terminate monitoring services and this Agreement; (2) accelerate and declare immediately due and payable an amount equal to 75% percent of all fees to be paid by Customer during the remaining Term or Renewal Term; (3) collect from Customer Company's court costs and reasonable attorneys' fees if Company retains an attorney for collection; and/or (4) offset any prepayments or credits owed to Customer against any amounts Customer owes Company. All remedies are cumulative. ~~A default by Customer under this Agreement shall be a cross default under any other agreement between Customer and Company.~~ Even if Customer moves from the Premises, Customer is responsible for payments under this Agreement, and this Agreement shall remain in full force and effect.

20. Company's Default. If Customer believes Company has breached this Agreement, Customer shall provide written notice, if possible, to Company specifically identifying the breach, and then allow Company an opportunity to cure any breach within 10 business days after receipt of the written notice. If the breach cannot be reasonably cured within said period, Company will promptly commence to cure and diligently proceed ~~until cured~~. If Company cures any said breach as provided herein, this Agreement shall continue uninterrupted and Company shall not be liable to Customer for any such breach. *FOR A PERIOD NOT TO EXCEED 30 DAYS.*

21. Company's Right to Cancel. Company may cancel this Agreement upon thirty (30) days written notice, if possible, to Customer for any of following reasons: (A) the central monitoring station or facilities are destroyed or damaged so that it is impractical for Company to continue service; (B) Customer fails to follow Company's and manufacturer's guidelines, instructions, and recommendations; (C) Customer refuses to allow Company to repair or replace any defective part of the System; (D) Company cannot acquire or retain the transmission connections or authorizations to transmit signals between the Premises, the central monitoring station, and the police or fire department or medical emergency agency; (E) Company determines that it is impractical to continue service due to the modification or alteration of the Premises after installation; (F) the System, in the sole discretion of Company, is generating an excessive number of false alarms or signals which may adversely affect the central monitoring station; or (G) if Customer is verbally or physically abusive to any employee, subcontractor or representative of Company (including any operator at the central monitoring station). If Company cancels this Agreement pursuant to this paragraph 21, Company will refund any payments made for services to be supplied after the date of such cancellation.

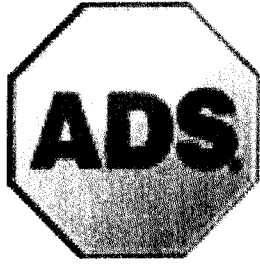
22. Assignability of Agreement; Company's Right to Use Subcontractors. This Agreement is not assignable by Customer except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement (in whole or in part) is assignable by Company without consent of Customer. Company has the right to subcontract any of its duties or obligations under this Agreement without consent of Customer.

23. Consent to Record, Disclose And Use Contents of Communications. Customer, as the authorized agent of Customer's family, guests, employees, agents and others hereby consents to Company recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Customer, any person or Company are parties.

24. Subcontractors. Company may use subcontractors to provide installation, repair, monitoring or signal transmission facilities and services. This Agreement (including without limitation, Limitation of Liability and Indemnification and Subrogation Waiver) applies to all the work and services of the subcontractors.

25. Binding Agreement; Amendments; General Legal Matters. This Agreement is binding upon Company only (A) when signed by its authorized representative, or (B) upon commencement of the Service or Installation. Should any term or condition of this Agreement be deemed unenforceable, the rest of this Agreement shall remain in full force and effect. Changes or amendments to this Agreement must be in writing and signed by both Company and Customer. ~~This Agreement is binding on the heirs, executors, administrators, and successors of Customer, and shall be governed by and construed according to the laws of the State of Tennessee without reference to its conflicts of law rules, or who drafted this Agreement.~~ *Leave line in* All claims, actions or proceedings against Company must be commenced in court within 1 year from the date of any personal injury, death, property loss, or damage which gave rise to the claim. Time is of the essence. ~~Customer irrevocably consents and submits to the exclusive jurisdiction and venue of any Chancery court sitting within Davidson County, Tennessee, for any lawsuit arising from, or related to, this Agreement. If the Chancery court sitting within Davidson County, Tennessee, refuses to or is unable to hear such suit, then Customer irrevocably consents and submits to the exclusive jurisdiction and venue of any court sitting within Davidson County, Tennessee. Customer waives any objection that it may have to jurisdiction or venue of any such suit. CUSTOMER AND COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SECTIONS 5, 6, 24 AND 25 OF THIS AGREEMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT, OR BREACH BY COMPANY.~~ *↓*

26. License Number. FL EF20000960



ADS Security

**4356 Fortune Place, Suite A
West Melbourne, FL 32904
EF20000960**

Addendum for
Lantana Oceanfront Condominiums
1821 Highway A1A
Indian Harbour Beach, FL 32937

1791 Highway A1A

ADS to provide fire alarm monitoring(\$30.00 mo.) and annual fire alarm test & inspection(\$13.33 mo.)
ADS to provide quarterly fire sprinkler test & inspection.(\$33.33 mo.)
ADS to provide elevator phone monitoring. (\$20.00 mo.)
Service agreement applies to all existing fire alarm equipment. (\$80.00 mo.)

1811 Highway A1A

ADS to provide fire alarm monitoring(\$30.00 mo.) and annual fire alarm test & inspection(\$13.33 mo.).
ADS to provide quarterly fire sprinkler test & inspection.(\$33.33 mo.)
ADS to provide elevator phone monitoring. (\$20.00 mo.)
Service agreement applies to all existing fire alarm equipment. (\$80.00 mo.)

1831 Highway A1A

ADS to provide fire alarm monitoring(\$30.00 mo.) and annual fire alarm test & inspection(\$13.33 mo.).
ADS to provide quarterly fire sprinkler test & inspection.(\$33.33 mo.)
ADS to provide elevator phone monitoring. (\$20.00 mo.)
Service agreement applies to all existing fire alarm equipment. (\$80.00 mo.)

1851 Highway A1A

ADS to provide fire alarm monitoring (\$30.00 mo.)and annual fire alarm test & inspection(\$13.33 mo.).
ADS to provide quarterly fire sprinkler test & inspection.(33.33 mo.).
ADS to provide elevator phone monitoring for (\$20.00 mo.).
Service agreement applies to all existing fire alarm equipment. (\$80.00 mo.).

1821 Highway A1A (Clubhouse and Fire Pump Room)

ADS to provide fire alarm monitoring (\$30.00 mo.) and annual fire alarm test & inspection(\$13.33 mo.).
ADS to provide annual fire pump inspection and fire backflow inspections for (\$62.50 mo.).
ADS to provide elevator phone monitoring for (\$20.00 mo.).
Service agreement applies to all existing fire alarm equipment. (\$80.00 mo.).

ADS Security Representative



Authorized Customer Signature

ADS Security Authorized Representative

Title