



Cintas Fire Protection  
 12271 Westlinks Drive  
 Fort Myers, FL 33913  
 Office: (239) 834-6807 Fax: (239) 693-8792  
 Location #F24  
 Customer #

**Fire Protection Services Agreement**

Fire Extinguishers / Emergency Lighting / Restaurant / Industrial Systems / Fire Alarms / Fire Sprinklers

Customer Name: Bell Tower Park-Clubhouse Effective Date: 11/6/2015  
 Service Address: 5100 Bell Tower Park Blvd. City: Fort Myers State: FL Zip: 33912  
 Phone: (239) 774-0723 x-220 Fax: (239) 775-0723  
 Contact Name: Pat Murray Contact Title: Manager E-mail: p.murray@cmgflorida.com

Billing Name: \_\_\_\_\_ Billing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Billing Phone: \_\_\_\_\_ Billing Fax: \_\_\_\_\_  
 AP Contact Name: \_\_\_\_\_ AP Contact E-Mail: \_\_\_\_\_  
 Payment Terms: Net 30 Days PO/Blanket PO# \_\_\_\_\_ PO Date: \_\_\_\_\_

**Term:** The term of this Agreement is 3 year (s), commencing on the effective date above. In the event of a service issue, the Customer agrees to submit their complaint in writing and allow the Seller thirty (30) days from the date the written complaint is received to remedy the service issue. In the event the service issue is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement but the Customer shall pay any outstanding charges for services rendered prior to termination. This Agreement may be extended in accordance with the renewal provision.

**Renewal Provision:** This Agreement shall self-renew for successive annual periods unless either party delivers written notice of termination within thirty (30) days prior to the renewal date. Seller shall have the right to increase the charges provided for herein at any time after expiration of the initial period upon giving the Customer notice in writing prior to the expiration of the then-current annual term.


**Repairs:** Customer hereby authorizes repairs up to \$0 to correct deficiencies found during the system inspection

Quantity	Service Description	Next Service Date	Frequency	Cost
9-10	Fire Extinguisher Inspection		Annual	\$5.00 each
	Recharge/6 Year Maintenance/12 Year Hydro Includes: O-Ring, Valve Stem, Service Collar, Six Year Interval Maintenance and Associated Labor.		As Needed	\$25.00 for 5lb \$35.00 for 10lb
1	Fire Alarm Inspection		Annual	\$200.00
	Service Charge-Extinguishers Only		Per Trip	\$12.50

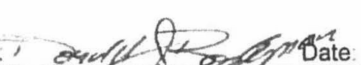
**Special Notes: Labor Rates – Normal \$100/hr.,  
 Overtime \$150/hr.  
 3 Year Price Lock**

**I decline the mandated service frequency requirements stated in  
 NFPA Standards and local code.**

Customer Initial \_\_\_\_\_

Quoted for Cintas Fire Protection By:  
 Scott M. Anderson | Fire Sales Specialist  
 Signature:   
 andersons4@cintas.com Mobile: (608) 695-2054  
 Cintas GM Approval:  
 This Agreement not for use for Monitoring Services

Accepted for Customer / Purchaser By:

Signature:  Date: 11/15/15  
 By signing this document, I hereby represent I have the authority to enter into this Agreement on behalf of my employer / organization. The Customer's Authorized Representative, by his / her signature acknowledges and accepts the Scope of Services and Terms and Conditions below.

*VP / TREASURER*

Taxes, Permits, Parts and Repairs are in addition to the prices quoted above

**Service Response Guidelines:** Please note that Cintas Fire Protection will make every effort to take corrective action in the most expeditious manner possible. Dispatch for critical system failures: 2 – 4 hours. Dispatch for non-critical system trouble: 24 – 48 hours.

#### CINTAS FIRE PROTECTION – SCOPE OF SERVICES

1. Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Seller choose to increase price in excess of CPI, Customer will be notified prior to time of shipment or delivery of service. Customer shall pay the price in effect at time of shipment or delivery of service.
2. Inspection Requirements: The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements.
3. Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for assuring that their fire protection equipment is properly serviced and maintained.
4. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for assuring that any deficiencies noted during inspections or maintenance are corrected immediately.
5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection.
6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment.
7. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis.
8. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately.
9. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract.
10. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests.
11. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so directing to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees.
12. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas, its employees or agents.
13. Before commencing the Services, Seller shall secure at Customer's expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law.
14. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability if refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement.
15. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for redecorating and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

#### CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOOD AND SERVICES

1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgement, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound.
2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays.
3. Prices, Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller.
4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller.
5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer.

6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions.
8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER.
9. Cintas not an insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties.
10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000.00 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (I) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties. (II) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.
11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to.
12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic, earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown), embargo, war, riot, unusually severe weather, accidents, political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgement, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the good or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other part.
15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.

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