



**2780 GATEWAY DRIVE
POMPANO BEACH, FLORIDA 33069
(954) 772-1700 OFFICE (954) 772-0500 FAX
STATE LICENSED (EF # 1026) & U.L. CERTIFIED (S-7192-1)**

TERMS AND CONDITIONS

Job Name & Address:

**Waterford Point Condominium
801 South Federal Hwy.
Pompano Beach, FL 33062**

This agreement is entered into between *ADVANCED FIRE & SECURITY, INC.*, also known as "the CONTRACTOR" and "Waterford Point Condo" also known as the "CUSTOMER".

BOTH PARTIES agree to be bound by the following terms and conditions.

SCOPE OF WORK: The scope of work is limited to that work which is defined in this Agreement.

CONTRACTOR shall keep the job site clean of debris arising out of its own operations and shall return the work area back to pre-work condition at the end of each day.

CONTRACTOR expressly excludes any work or service associated with the identification, abatement, clean up, control, removal or disposal of hazardous or dangerous materials.

PAYMENT SCHEDULE: **CONTRACTOR** shall invoice **CUSTOMER** in accordance with the attached payment schedule. **CUSTOMER** agrees to pay **CONTRACTOR** the amount invoiced upon receipt of the invoice. Partial Waivers of Lien shall be furnished upon request, as the work progresses, to the extent that payments are received. If not paid within 30 days of its issuance, the invoice shall be considered delinquent and subject to collection. Upon completion of installation, and payment in full, a Final Affidavit and Release of Lien shall be issued to the **CUSTOMER**.

MATERIALS: If materials included in the proposal should become temporarily or permanently unavailable for reasons beyond the control and without the fault of **CONTRACTOR** an equivalent brand of material shall be offered to the **CUSTOMER**, if available. The **CUSTOMER** also has the right to refuse the equivalent, which in turn shall void this agreement.

WARRANTY: All equipment furnished shall be free of defects in material for a period of three (3) years and for workmanship for a period of one (3) years. Where the equipment is installed by CONTRACTOR, the warranty shall commence at the time of Substantial Completion of the installation. Exclusions to warranty, include but are not limited to, wiring by others, unauthorized work by others, sprinkler control devices, vandalism, acts of nature, water intrusion, power surges.

LIABILITY: CONTRACTOR shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. In addition, CONTRACTOR is not responsible for fines or fees resulting from false alarms.

TAXES and PERMIT FEES: The price quoted includes Florida State Sales Tax. Permit Fees and Permit Expediting Fees are included in contract cost.

DELAYS: CONTRACTOR shall not be held responsible for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond their control, including, but not limited to, acts of nature, riots, labor disputes, conditions of the premises, acts or omissions of the customer, owner, or other contractors delays.

COMPLIANCE WITH THE LAWS: CONTRACTOR shall comply with all applicable federal, state and local laws and regulations and shall obtain all licenses and permits and required Notices for the work outlined on the proposal. A Notice of Termination shall also be filed by the CONTRACTOR when the Final Affidavit and Release of Lien has been received and accepted by the CUSTOMER.

DISPUTES: All disputes shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

INSURANCE: Insurance coverage shall, at a minimum, meet the requirements required by the State of Florida. The Insurance Agent, Company, Carrier or designated agent, selected by and premiums paid by the CONTRACTOR shall notify the CUSTOMER if the Insurance coverage lapses for any reason during the duration of this Agreement and Contract.

The proposal, upon acceptance, shall constitute the entire agreement and contract between parties and supersedes any and all prior representations, verbal or written. No change or modification of any of the terms and conditions stated herein shall be binding upon the CONTRACTOR or the CUSTOMER, unless duly accepted by both parties in writing.

INDEMNITY: The parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying party.

As required by §713.015, Florida Statute, the following is added to this Agreement: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 - 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

As required by Florida Statute: §558.001, the following is added to the contract: FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

Customer _____
Contractor _____

The proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

No change or modification of any of the terms and conditions stated herein shall be binding upon CONTRACTOR unless accepted by CONTRACTOR in writing.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCLUSIVE OF THIS AGREEMENT AND CONTRACT:

Exhibit "A" - Proposal for new Fire Alarm System, dated February 16, 2011 (2 pages)

Exhibit "B" – Payment Schedule, dated February 16, 2011(1 pages)

Exhibit "C" – Service Agreement & Monitoring Contract (Included in contract price)

Exhibit "D" – Specification Sheets of Proposed Equipment

CUSTOMER AND CONTRACTOR ACCEPTANCE:

Waterford Point Condo.:

By: _____ (Date)
(Authorized Agent of Waterford Point)

Printed Name: _____, Title: _____

Advanced Fire & Security, Inc.:

By: _____ (Date)
(Authorized Agent for Advanced Fire & Security, Inc.)

Printed Name: _____, Title: _____

Witness Date Witness Date

Customer _____
Contractor _____