

Proposal number: _____

Customer :
Title:
Address:
City, State, Zip

Email:

Tel:
Cell:
Fax:

Reference:

Jacob Dietz, Inc. Is pleased to provide the following proposal in the amount of:
Amount:

This proposal is based on work being performed during our normal business hours of 7:00am to 3:30pm Monday – Friday and is valid for 60 days.

All invoices are due 30 days from invoice date. Our Standard Terms and Conditions apply. Thank you for the opportunity to provide our services and if there are any questions, please feel free to call me.

Best Regards,

Gary L. Alexander
Fire Sprinkler Service Lead
Fire Protection Division
www.JDIfire.com

FIRE PROTECTION * DESIGN * INSTALLATION * SERVICE * FIRE ALARM * MONITORING * EXTINGUISHERS * EXIT LIGHTS

Proposal number:

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Tel:
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Reference:

JACOB DIETZ, Inc:

ACCEPTANCE CUSTOMER:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Jacob Dietz, Inc
Company Name

Company Name

Purchase Order #

Gary Alexander | Fire Sprinkler Service Lead | Jacob-Dietz, Inc.
Office: 317-631-2304 | Cell: 317-697-0361 | Fax: 317-631-3117
Website: www.JDIfire.com | E-Mail: Gary@Jdifire.com

FIRE PROTECTION * DESIGN * INSTALLATION * SERVICE * FIRE ALARM * MONITORING * EXTINGUISHERS * EXIT LIGHTS

COVERAGE

1. The CUSTOMER will provide access to all Equipment covered by this Service Agreement and allow Jacob-Dietz, Inc (further referenced as JDI to start and stop all equipment incidental to the operation of the life safety and mechanical system(s).

2. The Service work performed by JDI will conform to the procedures as outlined, however, the CUSTOMER acknowledges that the many variables affecting the performance of Fire Protection Equipment beyond JDI's control make it impossible for JDI to guarantee that systems serviced by it will perform satisfactorily on any particular occasion. The Service Report and recommendations by JDI are only advisory in nature and are intended to assist CUSTOMER in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. They are not intended to imply that all other defects, hazards or aspects of the system and equipment are under control at the time of service and inspection. Final responsibility for the condition and operation of the sprinkler system and/or fire alarm and detection system equipment lie with the CUSTOMER.

3. It is understood that the scope of this Service Agreement is only for work detailed on this proposal. Unless authorized by the CUSTOMER additional repair, replacement, and other emergency services are excluded in this Service Agreement. Additional repairs, replacement, and emergency services will only be performed upon request and authorization of the CUSTOMER and paid to JDI at market prices. JDI will not be liable for the adequacy or condition of the water supply. It is assumed that the life safety systems, both fire sprinkler and fire alarm, were originally designed and installed in accordance with NFPA standards, therefore, JDI will not be responsible for the design or operation of the systems.

4. JDI will not make repairs, replacements, or reload software necessitated by reason of negligence, or vandalism by persons other than JDI employees, or caused by lightning, flood, water damage, electrical storms, or other violent weather or by any other cause beyond JDI control.

5. All services under this Service Agreement will be performed between the hours of 7:30 a.m. and 4:30 p.m. Monday through Friday, excluding federal holidays and normal JDI observed Holidays. If for any reason the CUSTOMER requests JDI to furnish any labor or services outside of the above stated hours, any overtime or additional expense will be billed to and paid by the CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Service Agreement.

PRICE, INVOICING, AND TERM

1. The CUSTOMER will pay the full price for the Services as specified on the first page of this Agreement to JDI. JDI will submit an invoice to the CUSTOMER following the service work. Payment is due upon receipt. Payments for Services past due more than thirty (30) days will accrue interest from the due date to the date of payment at the rate of one percent (1.0%) per month, compounded monthly. The CUSTOMER will pay all attorneys and/or collection fees incurred by JDI in collecting any past due amounts.

2. The CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which JDI may be required to pay or collect in connection with this Agreement.

GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** The CUSTOMER may not assign its rights or delegate its obligations under this Agreement without the prior written consent of JDI. JDI may assign its right to receive payment to a third party.

2. No insurer or other third party will have any subrogation rights against JDI. The CUSTOMER will be responsible for maintaining all liability and property insurance.

3. CUSTOMER will Indemnify and hold JDI harmless against any and all claims and costs of whatever nature, including but not limited to, consultant's and attorney's fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under such materials, situations or conditions, regardless of whether the customer has notified JDI.

4. **Warranties:** JDI will not warrant, express or implied, as to the quality, suitability or fitness of any Fire Protection or Fire Alarm System which JDI will be called upon to service. JDI will be in no way liable or responsible for the unsatisfactory performance of any such system and the CUSTOMER hereby waives any and all rights or claims against JDI for any loss or damage incurred by CUSTOMER for the reason or the unsatisfactory performance of any Fire Protection Equipment or system serviced by JDI

5. JDI will not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond JDI reasonable control. Should any part of the system or any equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of JDI, any repairs or replacement will be paid for by the CUSTOMER.

6. **Indemnity and Limitation of Liability:** JDI agrees to indemnify and hold the customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under JDI negligent actions or willful misconduct in its performance of the services. Provided that nothing in this article will be construed or understood to alter the limitations of liability contained in this article or the indemnification contained in section 3, in no event will JDI be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the services, equipment, materials, or any goods provided hereunder. Such indemnity obligation is valid only to the extent customer gives JDI reasonably prompt notice in writing of any such claims and permits JDI, through counsel of its choice, to answer the claims and defend any related suit.

7. The CUSTOMER agrees that JDI not an insurer; that the Services purchased are designed only to reduce the risk of loss; the CUSTOMER chose the scope of services being provided by JDI from a variety of service options; that JDI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement will not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Access and Assistance

CUSTOMER agrees to provide free access to areas as necessary for JDI to perform the required inspections without delay upon arrival at the CUSTOMER's premises. CUSTOMER agrees to provide all necessary security credentials for JDI personnel and JDI agrees to abide by all CUSTOMER security procedures and policies, or CUSTOMER may elect to provide a security escort for all JDI personnel as may be required. If the equipment fails to function in a manner that prevents JDI from completing inspection and testing or free access is denied JDI will be paid an additional \$396.00 to reschedule and complete the work.

Emergency Services

Should an emergency arise, JDI personnel will assess the situation and advise the CUSTOMER on a course of action and repair. Upon CUSTOMER approval, work done Monday through Friday 7:30 AM until 4:30 PM will be charged a time and material basis at \$99 per hour. Overtime Hours 4:30 pm to 7:30am will be charged at \$129 per hour. Sundays and Holidays will be charged at \$160.00 per hour

Special Provisions

(a) JDI under this proposal will only test in high pressure the new work involved and any high pressure test required on the old work will be taken care of as an extra to the contract price and the sole responsibility of the Buyer.

(b) JDI under this proposal does not assume any responsibility for testing old and new piping and will only do so as an extra to the contract price to cover labor and materials required to make the system tight at high pressure. The Buyer assumes full responsibility and liability in connection with such tests conducted. JDI's price is based on the assumption that the underground and aboveground gate valves controlling the flow of water to the existing sprinkler riser are completely operable and functioning properly. If a controlling valve is inoperable, Buyer is to pay for, as an extra to the contract price, the additional expense involved to make repairs or replace, at JDI's market price.

(c) This proposal does not include any appropriation for possible repairs to the existing dry pipe system in order that it may be tight at the required air pressure. Nor does the proposal include any labor or material necessary for rearrangement of lines to insure proper drainage thereof. Any labor or material necessary to make this system tight under air pressure and to change the drainage on lines will be charged for as an extra to the contract price at JDI's market prices.

For the scope of work and period of performance as indicated above. The Buyer has read the Specification and the Terms and Conditions of this Proposal. The Buyer makes an offer to purchase in accordance with this Proposal and agrees to be bound by its terms described.