VITAL FIRE LLC STANDARD SERVICE AGREEMENT

Vital Fire LLC is not an electrical contractor and does not advertise electrical installation services.

All services provided by Vital Fire LLC are subject to this service agreement. Vital Fire LLC reserves the right to require a down payment corresponding to a percentage of the quoted amount as stated below for types of service at the time acceptance, before beginning work, or providing any goods. Any balance of the accepted, quoted price for all work will be due upon completion of the specified service. Vital Fire LLC reserves the right to bill trip charges for site visits. Clients will be notified of any trip charges prior to the proposed site visit.

Vital Fire LLC is not responsible for other individuals or entities that perform work on, install, modify, misuse, or otherwise change the function or use of any service provided by Vital Fire LLC, regardless of if this is done before or after any required inspections take place. It is the responsibility of the client to insure any work performed by entities other than Vital Fire LLC in connection with our services or designs is performed by qualified individuals and in compliance with local, state, and federal regulations.

Design Services

- Quotes for design services for Fire Alarm or other low voltage systems do not include any physical installation. Unless stated in the quote or contract, design services of any system are for the design only. This intellectual property is permitted to be used for the specified project or site only; not to be reproduced, reused, or provided to any other entity for profit or non profit to use as a basis for design.
- Fire Alarm designs will be reviewed within Vital Fire LLC by a NICET III certified individual. Any project or entity stipulating review by another entity such as a Professional Engineer must submit such requirement in writing prior to acceptance of an estimate or quoted price.
- Fire Alarm designs will be done in a way that complies with currently accepted NFPA, IBC, IFC, or other applicable codes. Local jurisdictions will be consulted in good faith for project-specific requirements. All designs will be made to comply with the results of these findings.
- 4. Vital Fire LLC is not responsible for costs incurred for permits, materials, or labor for the installation of any items necessary to bring the physical building into compliance with an approved system design.
- 5. Vital Fire LLC will include revisions for the fire alarm system design based on review comments or requirements from the Authority Having Jurisdiction after submission for permit. Required revisions due to changes regarding structural, occupancy, related building systems, or any other reasons that occur after the acceptance of a quote for design services and any time thereafter will be billed at the discretion of Vital Fire LLC at an hourly rate of \$95. Vital Fire LLC is not responsible for additional costs incurred for permits, materials, or labor for the installation of any items necessary to bring the physical project into compliance with the approved system design.

- 6. All design services for Fire Alarm Systems will include electronic copies of PDF files of all documentation for the approved system including battery calculations, specified product cut sheets, typical wiring connections of devices where not provided in manufacturer instructions, and wiring diagrams for the fire alarm system as a whole. Paper copies of documentation required by Authority Having Jurisdiction for permit submission will be provided upon request.
- 7. Vital Fire LLC reserves the right to require a 25% down payment of the quoted price at the time of acceptance.

Programming Services

- 1. Quotations for programming services will include site specific programming for low voltage systems such as fire alarm, access control, surveillance, and security.
- 2. All programming of fire alarm systems will be done by a NICET II certified individual or higher where required by accepted codes.
- 3. Programming services include required testing to verify correct operation of the system.
- 4. Unless otherwise stated in the quote for service, troubleshooting involved to correct problems related to improper installation or installation that deviates from the approved system design causing errors in system operation will be billed separately.
- 5. For fire alarm systems, upon completion of programming services a digital copy of the site specific software will be left on site in compliance with NFPA 72 requirements.
- 6. Vital Fire LLC reserves the right to require a 25% down payment of the quoted price at the time of acceptance.

Fire Alarm System Testing

- 1. Acceptance testing by Vital Fire LLC for new systems will be performed by a NICET II or higher individual with the Authority Having Jurisdiction and building representative.
- 2. Confidence testing by Vital Fire LLC will be performed by a NICET II or higher certified individual.
- 3. Confidence testing does not include any necessary repairs or changes to the existing system that may be found in the process of testing.
- 4. Vital Fire LLC is not responsible for any Fire Alarm System or component thereof that malfunctions or fails after the last performed confidence test.
- 5. Vital Fire LLC is not responsible for any fines or requirements imposed by the Authority Having Jurisdiction for failure of the building or system owner to comply with local requirements for testing.
- 6. Vital Fire LLC reserves the right to require a 25% down payment of the quoted price at the time of acceptance.

Consulting Services

Vital Fire LLC offers consulting services and support for the proper use and installation of systems designed and programmed by Vital Fire LLC. Items and systems not subject to specific

code requirements will be designed, programmed, or otherwise made to meet client specifications for use and performance.

Tangible Goods

- 1. Any tangible goods provided by Vital Fire LLC will be covered for repair or replacement under the corresponding manufacturer warranty.
- Troubleshooting involved in diagnosing defective components provided by Vital Fire LLC will not be subject to additional charges for 1 year from the date of sale if it is not deemed to be due to misuse, intentional tampering, or improper installation.
- 3. Vital Fire LLC is not responsible for items or components provided that are misused, damaged or lost after delivery to the designated receiving party.
- 4. Applicable local and state taxes will be charged for tangible goods provided by Vital Fire LLC.
- 5. Vital Fire LLC reserves the right to require a 50% down payment of the quoted price at the time of acceptance.