



Piper Fire Protection Sarasota
 1595 Barber Rd
 Sarasota, FL 34240
 (941) 377 2100
<https://www.piperfire.com/>

QUOTE
193442

BILL TO		JOB LOCATION	
Company: Turner Center Arena - Desoto County	Address: 2250 NE Roan St Arcadia, FL 34266	Company: Turner Center Arena - Desoto County	Address: 2250 NE Roan St Arcadia, FL 34266
Contact: Eric Hamilton	Phone: (863) 990 3778	Contact: Eric Hamilton	Phone:
		Date: 01/19/2026	Sales Rep: John Meissner
		Phone: (941) 377 2100	Email: john.meissner@fortisfire.com
		Expires: 05/29/2026	Billing Method:
			Payment Terms: PREPAYMENT

TITLE
 Turner Center Arena - Desoto County

SCOPE OF WORK
 Labor and Materials to replace a defective fire alarm panel, power supplies, communicator, voice evacuation system and initiation devices. Notification devices and existing wiring will be re-used, if found serviceable; should any wiring need to be replaced, additional charges will apply. This quote is for specific parts and labor; **any changes or additions** by the customer or AHJ, or due to additional devices or material that is discovered to be needed, will result in additional charges. Customer will provide blueprints, as-built or CAD drawings of the property for use in system design. This project will require permitting; any permitting fees over \$500.00 will be paid by customer.

Unless specifically listed, this quote does not include conduit and raceways, patching or painting, or any 120v AC power. Any recurring charges for monitoring or inspections are not included on this quote.

Payment Schedule: 30% upon acceptance, 30% upon rough-in, 30% upon trim-out, 10% upon final inspection.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
200033		Silent Knight 6820EVS 1110-Point Addressable Fire Alarm Control Panel with Emergency Voice System	1.00
AL30111	Silent Knight	SK-6860 remote annunciator for a sk-6808 panel	1.00
SLE-MAX2-CFBPS	Napco	Napco SLE-MAX2-CFBPS	1.00
AL45002		DITEK DTK-120HWLOK 120VAC SURGE PROTECTION WITH BREAKER LOCK AND TAG	3.00
AL26114		HPF-PS6 - HPF-PS6 Fire Alarm Remote Power Supply. SKU: HPF-PS6 (New w/Cab)	2.00
300152		Interstate All Battery SLA1075 12vdc 8ah Battery	6.00
SK-DUCT-W	Silent Knight	Silent Knight SK-DUCT-W Intelligent Duct Detector, Smoke Detector Housing and Smoke Head included.	20.00
AL33017		System Sensor DST3 3' Steel sampling tube	20.00
SK-PHOTO-W	Silent Knight	Silent Knight SK-PHOTO-W Photo Smoke Det	20.00
AL28056		Silent Knight SK-PULL-DA PULL STATION ADDRESSABLE DUAL ACTION	19.00
AL23076	Silent Knight	Silent Knight SK-MINIMON Mini Mondule	14.00
SK-RELAY	Silent Knight	Silent Knight SK-RELAY Intelligent Relay Module	37.00
200046	Silent Knight	Silent Knight SK-HEAT-HT-W Addressable High Heat Detector, White, Base Included	5.00
MISC-EXPENSE		Misc Wire, Connectors, Devices	1.00
PLAN-PERMIT-FEE		Plan & Permit Fee	1.00
DESIGN-ALARM		Design - Alarm	20.00
INSTALL-ALARM		Construction - Alarm	140.00
TRIP CHARGE		Trip Charge	20.00



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Subtotal:	\$73,840.85
Tax:	\$0.00
Total:	\$73,840.85

Fortis and any of its subsidiaries shall have no responsibility for cost increases in labor, services, materials, items, inspections, or equipment attributable to changes in shipping costs or tariffs, and Customer hereby agrees to pay for any such increases.



TERMS & CONDITIONS

Fortis (as defined below) and Customer (as defined below), in consideration of the Total Price, mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby agreed to, agree to the following Terms and Conditions and any applicable Geographic Terms and Conditions stated in a separate document and incorporated herein by reference (the "Agreement") as of the Effective Date (defined below). General Terms and Conditions are applicable to all Work. Work Specific Terms and Conditions are only applicable to the specific type of Work indicated. Geographic Terms and Conditions are only applicable to the Work where the Site Address is in the relevant geographical area.

Article I - General Terms and Conditions

Definitions

1. As used herein, "Fortis" means Fortis Fire & Safety, Inc., and any of its affiliates, subsidiaries, successors, and acquired entities, including, but not limited to Piper Fire Protection, Fortis Fire & Safety formerly known as CJ Suppression, VFS Fire & Security Services, MeshWrx, Lifesafety Management, Integrated Fire and Security Solutions, Diversified Systems Inc.
2. As used herein, "Work" means the description of the labor, services, materials, items, inspections, or equipment described in the Scope of Work section above.
3. As used herein, "Customer" means the Company listed above.
4. As used herein, "Site Address" means the job location address listed above and any address where Work is performed.
5. As used herein "Total Price" means the total price for the Work listed above.

Payment

6. Customer agrees to pay the Total Price in accordance with the Payment Terms listed above. Failure to pay amounts when due shall give Fortis, in addition to any other available remedies, the right to stop work pending payment of all outstanding amounts and the right to terminate this Agreement and to charge interest at the highest legal rate allowable on delinquent amounts.
7. Should the Customer cancel a scheduled appointment less than 24 hours in advance, then a \$195 rescheduling fee may be charged by Fortis.
8. In the event a technician is dispatched to the work site, as scheduled, but is unable to perform the Services through no fault of Fortis, then Customer agrees to an increase in the Total Price for the actual time lost, travel time and materials. Additionally, any restocking fees assessed against Fortis will be invoiced to the Customer. If a special order was made, the Customer will be invoiced for, and hereby agrees to pay, that cost.

Scope of Work

9. Customer agrees that nothing is included in the Work except for the labor, services, materials, items, inspections, or equipment described in the Scope of Work section above.
10. In addition to any exclusions expressly stated in the description of the Work, Fortis hereby gives notice that it does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing. Customer acknowledges that the authority having jurisdiction ("AHJ") may establish additional requirements for compliance with or above local codes. Customer shall be responsible to pay Fortis for any additional labor, services, materials, items, inspections, or equipment required by an AHJ that are not already included in the Work.
11. Unless otherwise stated in the description of the Work, labor, services, materials, items, inspections, or equipment provided by Fortis shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 but not inclusive of any and all NFPA and Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager. The Work expressly excludes any NFPA and Life Safety 101 requirements that that NFPA or Life Safety 101 indicate are the responsibility of the Customer, property owner, tenant, or property manager.
12. Fortis is not responsible for existing conditions, including, but not limited to, existing municipally controlled conditions, such as water main sizing or maintenance issues, that do not support any planned Work or for verifying that existing conditions will support the planned Work.
13. If conditions are encountered at the Site Address that are (a) concealed physical conditions which differ materially from those indicated in any applicable construction drawings; (b) not readily observable to Fortis; (c) unknown or unforeseeable physical conditions that differ from those ordinarily found to exist and generally be recognized as inherent in construction activities of the character provided for in this Agreement; or (d) hazardous, unsafe, unworkable, or code violations (collectively "Differing Conditions"); and affect or may affect any aspect of the Work of the performance of this Agreement, in the sole judgment of Fortis, Fortis shall notify Customer and subsequent to such notification may (a) if practicable, in the sole judgment of Fortis, complete the original scope of Work; (b) enter into a change order with Customer to address the Differing Conditions; (c) terminate the Work and refund any portion of the Total Price paid, less any costs incurred; or (d) suspend the Work until Customer employs others to remedy the Differing Conditions. If Fortis elects option (b) above, Fortis shall be entitled to stop performance of the Work until Customer executes the change order and pays Fortis for the Change Order. The costs for any or all of the foregoing shall be borne by Customer. Fortis has no duty to inspect the Site Address in advance of signing this Agreement or beginning the Work. Visual or virtual inspections for the purposes of providing an estimate or taking measurements shall not constitute an inspection for these conditions or be a waiver of this provision. Differing Conditions include, but are not limited to: rotten, damaged, or unusable wood, facia, or structural components; pre-existing building code violations; zoning violations; discovery of asbestos-containing products; mold; or termites.

Delays and Force Majeure

14. Fortis shall not have any liability for damages or cost increases as a result of inclement weather; natural disasters; disease; pandemic; epidemic; microbursts, hurricanes and their attendant watches and warnings; tropical storms and their attendant watches and warnings; tornadoes and their attendant watches and warnings; floods and their attendant watches and warnings; blizzards and their attendant watches and warnings; strikes; civil unrest; war; terrorism; blackouts; fire; delays in common carriers; government or municipal actions or omissions, including, but not limited to, the passage, amendment, or repeal of statutes, codes, ordinances, or regulations; changes to the National Electrical Code or any fire or life safety related code; Customer acts, omissions, or negligence; acts or omissions of subcontractors/contractors/material suppliers; incorrect material deliveries or installations; missing or damaged parts, pieces, or elements of materials; acts or omissions of design professionals; unavoidable casualties beyond Contractor's control; events or occurrences beyond Contractor's control; building department delays, actions, or omissions; material shortages; and/or labor/subcontractor shortages. Fortis shall have no responsibility for cost increases in labor, services, materials, items, inspections, or equipment attributable to any of the foregoing, and/or attributable to changes in shipping costs or tariffs, and Customer hereby agrees to pay for any such increases.



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Customer Representations, Warranties, Acknowledgments, and Responsibilities

15. Customer hereby represents that it is authorized to enter into this Agreement and has the funds necessary to pay the Total Price. Customer also hereby represents that it is the fee simple owner of the Site Address, or that if it is not, it is acting as an agent for the fee simple owner of the Site Address such that Fortis is in contractual privity with the fee simple owner of the Site Address. Customer warrants and covenants that the execution of this Agreement and the terms contained herein do not violate the provisions of any other agreement which Customer may have made.
16. Customer agrees that he/she has a duty to cooperate with Fortis with regard to executing documents as needed for the purpose of completing the Work, including executing notices of commencement or building permit documents. Customer also agrees to be available at the Site Address as needed to provide access for the performance of the Work and inspections of the Work. Customer also agrees not to remove or hide any posted permit placard.
17. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT FORTIS IS NOT AN INSURER. THE AMOUNTS FORTIS CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT FORTIS PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.
18. FORTIS' WORK DOES NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. FORTIS MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE WORK SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, FORTIS DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT FORTIS. INSURANCE, IF ANY, CONVERTING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. FORTIS SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO FORTIS TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM FORTIS ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.
19. IF NOTWITHSTANDING THE PROVISIONS OF THESE SECTIONS PROVIDED, FORTIS IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF SOME OR ALL OF THE WORK IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE TOTAL PRICE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM FORTIS'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IF CUSTOMER REQUESTS, FORTIS MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS AGREEMENT STATING THE EXTENT OF FORTIS'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR FORTIS'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS AND FORTIS IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIDER.
20. THE PROVISIONS OF THESE SECTIONS SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO FORTIS'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF FORTIS, ITS AGENTS OR EMPLOYEES. IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATION INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST FORTIS IN ANY WAY RELATING TO THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS AGREEMENT, THEN CUSTOMER SHALL INDEMNIFY AND HOLD FORTIS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.
21. THE PROVISIONS OF THESE SECTIONS SHALL APPLY TO AND BENEFIT FORTIS AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT). IF THIS AGREEMENT PROVIDES FOR A DIRECT CONNECTION TO A FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKE THE PROVISIONS OF THESE SECTIONS AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

Default & Dispute Resolution

22. Customer and Fortis agree that any default by Customer under any Agreement between it and Fortis maybe treated by Fortis as a default under any or all other outstanding Agreements.
23. Any dispute arising out of or relating to this Agreement or the Work, whether arising in contract, statute, or tort, shall be subject to binding arbitration by a single arbitrator in accordance with the Construction Industry Rules of the American Arbitration Association.
24. Customer hereby expressly waives the right to trial by jury in any dispute arising from or relating to this Agreement or the Work, whether arising in contract, statute, or tort.
25. Customer is responsible for all costs of collection for any amounts due under this Agreement, including attorneys' fees, costs, and expenses, whether incurred pre-litigation or arbitration, in litigation or arbitration, or any post-litigation or arbitration actions.

Additional Terms

26. Communication – Customer is responsible for maintaining communication with Fortis.
27. Confidentiality – Customer shall keep the pricing information provided by Fortis confidential.
28. Customer hereby agrees that he or she has had an opportunity to review the terms of this Agreement in advance of signing and has had sufficient opportunity to review, understand, and negotiate its terms.
29. Access to the Premises – Customer must provide access to all areas of the Site Address and related security personnel, when necessary. Fortis shall not be responsible for areas not accessed or deemed unsafe to inspect, observe, pass through, or work in, in Fortis's sole discretion.
30. Equipment Disconnections – Customer acknowledges that they are on notice that the system(s)/device(s) listed on the Supplemental Work Order may be temporarily or permanently disconnected and out of service; thus, cannot detect, perform and/or report occurrences or transmit signals. Customer is responsible for fulfilling all impairment protocols and requirements while the systems are impaired.
31. Maintaining Existing System(s) – Customer is responsible for maintaining all fire protection equipment and any systems in good working order as outlined in the applicable NFPA Standards, Life Safety 101 and any and all local rules, codes or standard applicable to the jurisdiction where the system(s) or equipment is/are located.
32. Customer is responsible for the existing system and its pre-existing condition. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the Services. Customer releases Fortis from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.



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33. Temperature – Customer shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at appropriate temperatures, as Fortis is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located.
34. Hazardous Materials – In all cases except when the project involves new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Fortis will not be required to install or service the at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Fortis, its officers, directors and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of Fortis's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Fortis.
35. Assignment; Enforceability – This Agreement is not assignable by the Customer except upon written consent of Fortis first being obtained. Fortis shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.
36. Severability - If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
37. Electronic Media – Fortis may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Fortis may rely upon Customer's assent to the terms and conditions of this Agreement if Customer has signed this Agreement or demonstrated its intent to be bound electronically or otherwise.
38. Waiver of Jury Trial – Each party hereby waives any right it otherwise would have to a jury trial to resolve any dispute it has with the other party under this Agreement
39. Headings – Paragraph headings are for convenience only and shall not be used to interpret this Agreement.
40. No Waiver – No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach, whether of a similar or dissimilar nature.
41. Opportunity to Cure - Customer hereby agrees to give Fortis at least seven days written notice and an opportunity to cure any alleged breach of this Agreement or claimed deficiency in the Work. Customer and Fortis agree that the notice and opportunity to cure the alleged breach or claimed deficiency are express conditions precedent to Customer bringing any claims or asserting any defenses against Fortis. Customer also hereby agrees that the notice contemplated by this paragraph must be given within 10 days of when Customer discovers or should have discovered with reasonable diligence the alleged breach or claimed deficiency. Failure of the customer to timely give this notice within 10 days shall result in Customer waiving any and all claims or defenses arising out of or relating to the alleged breach or claimed deficiency.
42. Notice – Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery, certified mail or commercial courier to the other party at the addresses listed on page 1, or via email with confirmation of receipt to the Site Contact Email address provided for on page 1. Any change in Customer's contact information must be communicated within 30 days of change.
43. Effective Date. The Effective Date of this Agreement shall be the date it is last signed by one of the Parties hereto.
44. Limitation of Liability - FORTIS SPECIFICALLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF THE WORK, THIS AGREEMENT, OR THE DESIGN OR MANUFACTURE OF ANY MATERIALS FURNISHED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF PROPERTY, LOSS OF RENTAL INCOME, BUSINESS INTERRUPTION, LOST PROFITS, PERSONAL INJURY, PROPERTY DAMAGE, WATER DAMAGE, MOLD, MILDEW, DRYWALL DAMAGE, AND OTHER INCIDENTAL AND CONSEQUENTIAL DAMAGES. FORTIS SHALL NOT BE LIABLE FOR DAMAGES TO THE SITE ADDRESS, PERSONAL PROPERTY, OR PHYSICAL INJURY AS A RESULT OF THE PERFORMANCE OF THE WORK.
45. Warranty Disclaimer - EXCEPT AS OTHERWISE PROVIDED HEREIN, FORTIS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY SUCH WARRANTIES IN CONNECTION WITH THE WORK OF THIS CONTRACT.
46. Integration - THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND FORTIS. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF FORTIS. CUSTOMER AGREES THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY SUPPLEMENTAL ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.
47. Venue and Choice of Laws – The exclusive venue for any litigation or arbitration shall be the county where the Site Address is located.
48. Indemnification – In the event any indemnification language or provision contained in this Agreement conflicts with any statute or law in the State where the Site Address is located, the Parties hereby agree that a court may modify any such indemnification language or provision to the extent necessary to bring the language or provision into compliance with the applicable statute or law.
49. Incorporation of Geographic Terms and Conditions – Fortis and Customer agree that the Master Geographic Terms and Conditions are hereby incorporated into this Agreement by reference and that the Parties hereby agree to be bound by those terms and conditions. Customer hereby acknowledges the receipt of the Master Geographic Terms and Conditions and agrees that those terms and conditions apply to the extent that the Site Address is located in a state listed in the Master Geographic Terms and Conditions.
50. Termination - Fortis may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Fortis's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

Article II - Inspection Terms and Conditions

51. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing inspection services at the Site Address.
52. In addition to any exclusions expressly states in the description of the Work, Fortis hereby gives notice that it does not undertake an obligation to inspect for compliance with laws or regulations unless specifically provided for in writing.
53. Unless otherwise stated in the description of the Work, inspections provided by Fortis shall be limited to the codes and standards as may be required by the National Fire Protection Association ("NFPA") and Life Safety 101 and expressly exclude any and all NFPA or Life Safety 101 requirements that are the responsibility of the Customer, property owner or manager under the NFPA or Life Safety 101.
54. Fortis reserves the right to increase inspection services annually for total inspection costs.
55. Term – The "Initial Term" of this Agreement is for 3 years, beginning on the Effective Date.



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56. Renewal – At the conclusion of the Initial Term, the Agreement will automatically renew on an annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date.

57. Termination – In addition to any other remedies available to Fortis, Fortis may terminate this Agreement and discontinue any Work if i) Customer fails to follow Fortis's recommendations for the repair or replacement of defective parts of the system not covered under the Warranty; ii) in Fortis's sole discretion, the Site Address is or becomes unsafe, unsuitable, or so modified or altered after installation as to render continuation of Work thereafter impractical or impossible; or iii) for breach, including Customer's failure to make payments when due; and Fortis will not be liable for any damages or subject to any penalty as a result of any such termination.

Article III - Service/Monitoring Terms and Conditions

58. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing regular maintenance service or monitoring services at the Site Address

59. Conditions for Monitoring: If Customer has selected monitoring services, the following apply to such services - In the event the Fortis receives a supervisory signal or trouble signal, Fortis shall endeavor to contact one of the Contacts or responding authority. Fortis shall not be responsible for a Contact or responding authority's refusal to acknowledge/respond to Fortis's notifications of receipt of an alarm signal, nor shall Fortis be required to make additional notifications because of such refusal. Cellular radio unit test supervision, if provide under this agreement, provides only the status of the radio unit's current signaling ability at the time of test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Customer understands that Fortis will not receive alarm signals when the telephone line or other transmission has been cut, interfered with or is otherwise damaged or if the alarm system is unable to acquire, transmit or maintain an alarm signal over a customer's telephone service for any reason including network outage or other network problem such as congestion or downtime, routing problems, or instability of signal quality. Customer also understands that other potential causes of such failure over certain telephone services including but not limited to some types of DSL, ADSL, VOIP, Digital Phone, internet protocol based phone or other internet interface type of service or radio service, including cellular or private radio etc. ("non-traditional telephone service") include but are not limited to (1) loss of normal electric power to customer premise and (2) electronics failure such as modem malfunctions.) Monitoring services may be cancelled with a 30 day written notice. Your alarm panel may be required to connect to two phone lines. One line is required to be dedicated provided by your phone provider.

60. Excessive signals: - If the alarm has a "runaway" system or is excessively communicating with the monitoring station without apparent reason, subscriber authorizes Fortis to, without limitation, do any one or more of the following, ignore all communications received from the alarm, disconnect the alarm, or render the alarm incapable of communicating locally or with the monitoring station until the runaway condition is corrected. If subscriber fails or refuses to cooperate or correct the excessive communication problem within 24 hours of written or verbal communication from Fortis or the monitoring station subscriber will be billed and shall pay the sum of one dollar (\$1.00) for each individual communication received by the monitoring station which is in excess of normal system testing.

61. Fortis warrants that its Work shall be free from defects for a period of 30 days after completion of the Work, and that it will at its expense, repair or replace any defective Work supplied or performed by Fortis during the 30 day warranty period (the "Warranty"). This Warranty does not apply to i) materials, as such are warranted by the manufacturer and ii) the "Conditions Not Covered by Warranty" listed below (the "Conditions"), and if Customer contacts Fortis for service under the Warranty and upon inspection by Fortis it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Fortis's representative whether or not any Services are actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Fortis's then applicable rates for labor and material. Services will be furnished by Fortis during Fortis's normal working hours Monday through Friday, excluding holidays.

62. Conditions Not Covered by Warranty. The following are expressly excluded from any warranty provided by Fortis: 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, presence of corrosion inducing matter in the air at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Fortis, or from parts, accessories, attachments or other devices not furnished by Fortis; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; 6) System changes requested by Customer.

63. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING FORTIS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. FORTIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY FORTIS OR NEGLIGENCE OF FORTIS OR OTHERWISE.

Article IV - Repair/Construction Terms and Conditions

64. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of repairs to existing items at the Site Address or the installation of new items at the Site Address

65. Fortis warrants that its Work shall be free from defects for a period of one year after completion of the Work, and that it will at its expense, repair or replace any defective Work supplied or performed by Fortis during the one year warranty period (the "Warranty"). This Warranty does not apply to i) materials as such are warranted by the manufacture and ii) the "Conditions Not Covered by Warranty" listed below (the "Conditions"), and if Customer contacts Fortis for service under the Warranty and upon inspection by Fortis it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of Fortis's representative whether or not any Services are actually completed on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at Fortis's then applicable rates for labor and material. Services will be furnished by Fortis during Fortis's normal working hours Monday through Friday, excluding holidays.

66. Conditions Not Covered by Warranty. The following are expressly excluded from any warranty provided by Fortis: 1) Damage or extra service time resulting from accidents, acts of God, lightning strikes, riots, floods, terrorism, acts of war, presence of corrosion inducing matter in the water supply at any time, presence of corrosion inducing matter in the air at any time, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Fortis, or from parts, accessories, attachments or other devices not furnished by Fortis; 2) Customer's improper operation per instructions; 3) Trouble due to interruption of commercial power to any type of phone service; 4) battery failure; 5) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; 6) System changes requested by Customer.

67. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING FORTIS'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. FORTIS SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED,



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WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY FORTIS OR NEGLIGENCE OF FORTIS OR OTHERWISE.

68. Unless otherwise set forth in this Agreement, final payment, plus payment of any and all sums remaining due under this Agreement, shall be paid by Customer upon Substantial Completion. For Work not requiring a permit, Substantial Completion shall mean the date the Work is sufficiently complete to serve its functional purpose. For Work requiring a permit, Substantial Completion shall mean the date the Work passes its final permit inspection. Customer agrees (1) not to interfere with the passage of any permit inspection, (2) to allow access for all such inspections, and (3) not to request any passed inspection be reopened or failed. The existence of punch list items to be completed shall not be grounds to dispute or withhold any amounts due as a result of achieving Substantial Completion.

69. Fortis shall be not required to perform any work outside the Work absent a written and signed change order. Change orders are to be paid in full in advance of the completion of the change order, absent a contrary agreement between the Parties. In the event Fortis performs extra work without a written change order Fortis shall still be entitled to recover the value of the extra work, as determined by Fortis, or at the rates stated in this Agreement, from the Customer. Customer is responsible for the cost of additional work required by any municipality as a condition precedent to passing an inspection.

Article V – PFAS Warning & Rider

70. The terms and conditions contained in this Article only apply to Work, or a portion thereof, where PFAS exists or will exist at the Site Address.

71. The fire-fighting foam type specified for use or already in use at the Site Address contains compounds that utilize chemicals belonging to the per- and polyfluoroalkyl substances (PFAS) family. The U.S. Environmental Protection Agency has recently designated certain PFAS chemicals as hazardous, which includes those found in certain fluorinated foam concentrates. These chemicals are considered persistent, both in the environment and within the human body, and exposures to certain PEAS may lead to adverse human health conditions.

72. Operation of the foam system without proper controls may result in the release of a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), hazardous waste under the Resource Conservation and Recovery Act (RCRA), or similar designation under federal, or state environmental laws. These regulations may require strict and onerous compliance for containing spills, runoff, and disposal of any effluent or contaminated system component.

73. Fortis, as a required component of a new foam system installation, must perform acceptance tests to prove correct functionality of the foam proportioning system. Absent specific system types which allow for operational testing without creating foam discharge that are above and beyond project specifications or currently installed components, Fortis will employ the use of a surrogate "foam replacement" test liquid to prove the proportioning system prior to introduction of PFAS-containing foam concentrate into the system components for new installations. Existing installations or future service and testing of foam systems with PFAS will require considerations for PFAS contamination regardless of test method utilized. It is a condition of this Agreement that Customer acknowledges and agrees to this PFAS warning and associated hazards and that this Agreement limits Fortis indemnification requirements solely to its own negligent acts or omissions,

74. Fortis will provide foam system testing activities as stewards of the environment and to maintain compliance with EPA state and local regulations as appropriate. This compliance requires Fortis to capture and contain an effluent discharge from a foam system and affected system components containing PFAS, and to allow for compliant hazardous waste disposal as the responsibility of the Customer as the waste generator. Fortis does not include third-party disposal services as part of its scope of work.

75. Fortis, aside from specific circumstances that necessitate the use of fluorinated foam agents, strongly recommends consideration of alternative foam concentrates that do not contain hazardous PFAS chemicals. In circumstances that necessitate the use of fluorinated agents, Fortis strongly recommends the use of advanced system technologies that mitigate the release of contaminated effluent during services and testing activities, Fortis is willing to help address any questions or comments regarding this warning and alternative solutions.

Article VI - Rider for the Inspection and/or Service of Fluorinated Foam Systems

76. The terms and conditions contained in this Article only apply to Work, or a portion thereof, that consists of providing inspection or service of fluorinated foam systems at the Site Address.

77. This Rider modifies the Agreement with respect to the installation, testing, inspection, service and/or repair of aqueous film forming foam ("AFFF") suppression systems, and/or removal of AFFF and associated hardware and piping associated with converting an AFFF suppression system to non-fluorinated foam system (collectively, the "Services") If any inconsistency exists between this Rider and the Agreement, this Rider will supersede and control. All other terms of the Agreement remain the same.

78. Customer understands and acknowledges that Fortis does not provide and shall not be responsible for the discharge, release, capture, containment, removal, transport or disposal of any AFFF (collectively, "AFFF Disposal") encountered in and/or discharged from Customer's systems relating to the testing of AFFF suppression systems, the performance of the Services, flushing of the system to remove any AFFF and/or removal of hardware and when converting an AFFF suppression system to a non-fluorinated system.

79. Further, Fortis will not perform training or testing activities involving the use, discharge and/or release of AFFF at the Customer's premises. Fortis will only perform testing activities on AFFF systems using alternative methods or techniques that do not require AFFF consumption. Customer remains solely responsible for any residual AFFF remaining in the system.

80. Customer shall be responsible for and shall engage a third-party on its behalf to perform any AFFF Disposal in accordance with the applicable law. AFFF related materials shall, at all times, remain the responsibility and property of Customer. Customer shall select a disposal site, as necessary, and conduct due diligence on any such disposal facilities. Customer will sign any necessary waste disposal manifest related to the Services. Referrals of waste disposal sites as a courtesy is not intended to or shall be construed as making Company a "generator" of the waste for purposes RCRA or an entity that "arranged for the disposal" of the substances or waste under CERCLA.

81. Customer shall Indemnify and hold Fortis harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use, release, discharge, capture, containment, testing that involves the discharge or release, removal, transport, and/or disposal of any AFFF encountered or discharged from any of the systems and/or during performance of the Services. This indemnification includes any claims under environmental regulations or laws, including but not to CERCLA and RCRA.

82. IN NO EVENT, REGARDLESS OF THE CAUSE OR FAULT AND OR CAUSE OF ACTION WILL FORTIS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE FOR: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES; (C) BUSINESS INTERRUPTIONS; (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUS, RANSOMWARE, CYBERATTACKS OR FAILURES; OR (E) ANY DAMAGES, CLAIMS, DEMANDS, COSTS, OR LOSS RELATED TO THIS AGREEMENT AND THE SERVICES CONTEMPLATED THEREBY IN ANY AMOUNT EXCEEDING THE TOTAL AMOUNT PAID TO THE COMPANY UNDER THIS AGREEMENT.

83. If Fortis's performance of its obligations becomes impracticable due to obsolescence or unavailability of AFFF systems, equipment, or (including component parts and/or materials) or because Fortis or its supplier(s) has discontinued the manufacture or the sale of the equipment (and/or products or are no



longer is in the business of providing the Services, Fortis may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

These Master Geographic Terms, Conditions, and Disclosures are hereby incorporated by reference into the Master Terms and Conditions between Fortis and Customer. All capitalized terms herein, unless otherwise defined herein, shall have the same definitions as set forth in the Master Terms and Conditions.

I. Alabama Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Alabama.
2. In Alabama, Fortis operates using license number(s):

II. Alaska Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Alaska.
2. In Alaska, Fortis operates using license number(s):

III. Arizona Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Arizona.
2. In Arizona, Fortis operates using license number(s):
3. Under § 32-1158, Arizona Statutes, the property owner has a right to file a written complaint with the registrar for an alleged violation of §32-1154(A),

Arizona Statutes with the Arizona Registrar of Contractors. Complaints can be made by visiting <https://roc.az.gov/> or by calling the Registrar at 602-542-1525.

IV. California Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in California.
2. In California, Fortis operates using license number(s):
3. Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints

against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826."

V. Colorado Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Colorado.
2. In Colorado, Fortis operates using license number(s):

VI. Florida Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Florida.
2. In Florida, Fortis operates using license number(s):
3. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR

PROPERTY OR PROVIDE MATERIALS AND SERVICES 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, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

4. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
5. Customer hereby waives any requirement that Fortis comply with the time requirements imposed by § 489.126, Florida Statutes.
6. Public Records – To the extent that Fortis meets the definition of "contractor" under Section 119.0701 Florida Statutes, Fortis must comply with public records laws to:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

VII. Georgia Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Georgia.
2. In Georgia, Fortis operates using license number(s):

VIII. Idaho Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Idaho.
2. In Idaho, Fortis operates using license number(s):

IX. Illinois Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Illinois.
2. In Illinois, Fortis operates using license number(s):

X. Indiana Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Indiana.
2. In Indiana, Fortis operates using license number(s):

XI. Iowa Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Iowa.
2. In Iowa, Fortis operates using license number(s):



3. Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. For more information, visit <https://sos.iowa.gov/mnlr/index.aspx> or call 1-888-767-8683.

XII. Kansas Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Kansas.
2. In Kansas, Fortis operates using license number(s):

XIII. Louisiana Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Louisiana.
2. In Louisiana, Fortis operates using license number(s):

XIV. Massachusetts Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Massachusetts.
2. In Massachusetts, Fortis operates using license number(s):

XV. Michigan Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Michigan.
2. In Michigan, Fortis operates using license number(s):

XVI. Minnesota Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Minnesota.
2. In Minnesota, Fortis operates using license number(s):

XVII. Missouri Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Missouri.
2. In Missouri, Fortis operates using license number(s):

3. NOTICE TO OWNER. FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

XVIII. Montana Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Montana.
2. In Montana, Fortis operates using license number(s):

XIX. Nebraska Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Nebraska.
2. In Nebraska, Fortis operates using license number(s):

XX. Nevada Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Nevada.
2. In Nevada, Fortis operates using license number(s):

XXI. New Jersey Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New Jersey.
2. In New Jersey, Fortis operates using license number(s):

XXII. New Mexico Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New Mexico.
2. In New Mexico, Fortis operates using license number(s):

XXIII. New York Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in New York.
2. In New York, Fortis operates using license number(s):

XXIV. North Carolina Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in North Carolina.
2. In North Carolina, Fortis operates using license number(s):

XXV. Ohio Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Ohio.
2. In Ohio, Fortis operates using license number(s):

XXVI. Oklahoma Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Oklahoma.
2. In Oklahoma, Fortis operates using license number(s):

XXVII. Oregon Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Oregon.
2. In Oregon, Fortis operates using license number(s):

XXVIII. Pennsylvania Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Pennsylvania.
2. In Pennsylvania, Fortis operates using license number(s):

XXIX. Rhode Island Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Rhode Island.
2. In Rhode Island, Fortis operates using license number(s):

3. NOTICE OF POSSIBLE MECHANIC'S LIEN: Fortis is about to perform work and/or furnish materials for the construction, erection, alterations, or repair upon the land at the Property under contract with you. This is a notice that the undersigned and any other persons who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and materials furnished for the construction, erection, alteration, or repair upon the land.

XXX. South Carolina Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in South Carolina.
2. In South Carolina, Fortis operates using license number(s):

XXXI. South Dakota Specific Terms and Conditions



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1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in South Dakota.
2. In South Dakota, Fortis operates using license number(s):

XXXII. Tennessee Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Tennessee.
2. In Tennessee Fortis operates using license number(s):

XXXIII. Texas Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Texas.
2. In Texas, Fortis operates using license number(s):

XXXIV. Utah Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Utah.
2. In Utah Fortis operates using license number(s):

XXXV. Virginia Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Virginia.
2. In Virginia Fortis operates using license number(s):

XXXVI. Washington Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Washington.
2. In Washington, Fortis operates using license number(s):

3. **NOTICE TO CUSTOMER:** Fortis is registered with the state of Washington using the above referenced license number(s) and has posted with the state a bond or deposit of \$ _____ for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is _____.

4. **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.** This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to the amount of the bond that you and other customers, suppliers, subcontractors, or taxing authorities may have.

5. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

6. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

7. **FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.** The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state Department of Labor and Industries.

XXXVII. Wisconsin Specific Terms and Conditions

1. The terms, conditions and disclosures contained in this Article only apply to Work, or a portion thereof, that is physically performed in Wisconsin.
2. In Wisconsin, Fortis operates using license number(s):

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ SIGNATURE: _____ DATE: _____
 (Print Name)