



Omnia Participating Public Agencies Terms

This Agreement (hereinafter "Agreement") dated MAY 1, 2023 (hereinafter "Execution Date") is entered into between CINTAS Corporation No. 2, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Blvd., Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, (hereinafter "Company") and *CITY OF CLEARWATER* organized and existing under the laws of the State of *FLORIDA* with its principal office located at *100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756-5520*, and its successors and assigns (hereinafter "Customer"). This agreement is effective as of this date MAY 1, 2023 through October 31, 2027 with a minimum term of 36 months from the installation of garments.

The parties hereby agree as follows:

1. Participating Public Agencies: Supplier agrees to extend the same terms and covenants agreed to under the Master Agreement with Lead Public Agency Prince William county Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Pricing: The pricing and rates from the Master Agreement will flow down to this Agreement. An amendment to this Agreement is not required when pricing in the Master Agreement is updated and adjusted.
4. Orders: Any order placed by CUSTOMER for a product and/or service shall be subject to the terms and conditions of this agreement and the master agreement.
5. Description of Services: It is the intention of the parties thus Company continue to provide uniform rental services and company shall provide customer with services listed below at the properties listed on Exhibit A, under the terms and conditions of the Exhibits, Schedules, Addenda and Annexes attached hereto. The parties agree this agreement replaces all previous agreement between the parties.
 - a. Property List (**Exhibit A**)
 - b. First Aid and Safety Terms and Conditions (**Exhibit B**)
 - o Schedule 1 – First Aid and Safety Property Level Agreement
 - o Addendum A - Automatic External Defibrillator (AED) and Training
 - o Schedule 1 - Automatic External Defibrillator (AED) and Training - Property Level Agreement
 - c. Fire Protection Terms and Conditions (**Exhibit C**)
 - o Annex A Portable Fire Extinguishers
 - o Annex B Emergency Exit Lighting
 - Battery Load Test
 - 90 Minute Burn
 - o Annex C Fire Alarm and Detection Systems
 - o Annex D Automatic Fire Sprinklers Systems
 - o Annex E Backflow Prevention Devices
 - o Annex F Clean Agent Suppression Systems
 - o Annex G Kitchen Hood Fire Suppression Systems
 - o Annex H Kitchen Exhaust Cleaning
 - o Annex I Grease Containment
 - o Annex J Fire Pumps
 - o Annex K Implementation Procedures - First Sixty (60) Days of Service
 - o Attachment 1 – Fire Protection Property Level Agreement

6. Prevailing Wage/Living Wage. Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Company from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Company's failure to satisfy any such Wage Statute in relation to agreement.

COMPANY
CINTAS CORPORATION No. 2

CUSTOMER
CITY OF CLEARWATER

By: *Brittany VanTuyle*

By: _____

Title: Government Account Manager

Title: _____

Date: 5.12.2023

Date: _____

EXHIBIT A PROPERTY LIST

CUSTOMER may add additional departments, sites, or locations to participate in this Agreement during the effective dates of said agreement.

Sold to Name	Address 1	City	State	Postal Co
CITY OF CLEARWATER	1900 GRAND AVE	CLEARWATER	FL	33765-1911
CITY OF CLEARWATER	1650 N ARCTURAS AVE	CLEARWATER	FL	33765-1945
CITY OF CLEARWATER MARSHALL	1605 HARBOR DR	CLEARWATER	FL	33755-1824
CITY OF CLEARWATER	1657 PALMETTO ST	CLEARWATER	FL	33755
CITY OF CLEARWATER NORTHE	3290 SR 580	CLEARWATER	FL	33761
CITY OF CLEARWATER	3141 GULF TO BAY BLVD	CLEARWATER	FL	33759-4506
CITY OF CLEARWATER	21133 US HIGHWAY 19 N	CLEARWATER	FL	33765-2803
CLEARWATER PARKS & RECREATION	1501 N BELCHER RD	CLEARWATER	FL	33765-1339

Clearwater Gas
Parks & Recreation
General Services
Public Works Stormwater
Public Works
Solid Waste
Clearwater Marine & Aviation
Public Utilities
Solid Waste
Police
Fire

EXHIBIT B – FIRST AID AND SAFETY TERMS AND CONDITIONS

Term of Exhibit B: Effective Date: MAY 1, 2023 Expiration Date: OCTOBER 31, 2027

1.First Aid and Safety Service: Company will provide first aid and safety to each Property listed on Exhibit A of the Agreement, and those added from time to time by Customer, that lie within Company's normal operating service areas. Further, Customer will designate Company as the first aid and safety (hereinafter "First Aid") service provider for every Property that lies within Company's normal operating service areas. Except as otherwise expressly provided in this Exhibit B, Customer will purchase exclusively from Company all its requirements of first aid cabinet services (as defined in Section 2) during the term of this Exhibit B, all Properties whether listed on Exhibit A of the Agreement or added from time to time by Customer will be subject to the terms and conditions of the Agreement, this Exhibit B and its Statement of Work upon the date of execution of the Statement of Work, in substantially the same form attached hereto as Schedule1 of Exhibit B. Customer will provide to Company a complete list of its Properties in excel format with complete contact information (names, title, address, zip code, and phone number), within 30 days of the execution date of this Exhibit B, and annually thereafter.

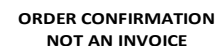
2.Description of Services: Company or its participating independent distributors shall provide Customer with products and/or on-site restocking Service to each Property that executes a Statement of Work with Company. Company shall clean and inventory all first aid stations in accordance with generally accepted industry standards and supply first aid and other products and Services as specified by Customer. All merchandise delivered to Property shall become the property of Property. Service area and prices only apply to forty-eight (48) contiguous US unless otherwise specified.

3.Adding Services: Additional services may be added to Exhibit B at any time upon written or oral request by the Customer and/or Property to the Company provided that customer and company agree in writing to additional terms and conditions pertaining to such services. Any such additional services shall automatically become a part of and subject to the terms of this Exhibit B and Statement of Work.

4.Service Guarantee & Cancellation: Company guarantees to deliver the highest quality first aid Service at all times. Any complaints about the quality of the Service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Exhibit B and Statement of Work as it pertains to the Property to which the complaints relate. If this Exhibit B and/or any Statement of Work is terminated prior to the scheduled termination date or Service at any Property is terminated prior to the scheduled termination date for such Service, including, but not limited to, a sale of the stock or a sale of substantially all assets of Customer or of a particular Property serviced under this Exhibit B and Statement of Work, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Exhibit B or any Statement of Work is terminated, in whole or in part, by the Customer and/or Property prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue. Customer shall be responsible for any unpaid charges on Customer's account prior to termination with payment due within thirty (30) days of such termination date. Furthermore, all the other Property's Statement of Works shall remain in full force and effect through their term.

5.Service Charge: The service charge is used to help the Company pay various fluctuating current and future costs, including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of Company's goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by the Company.

STATEMENT OF WORK



INTERNAL USE ONLY:	
Sold-To #:	Cintas Branch #:
Payer #:	Service Contract #:
Bill To Party #:	Install Base #:
ZREG or ZNAT:	Service Route #:
Competitive Takeaway:	Install Route #:
Local Sales Representative:	
MLA Sales Representative:	
Service Representative:	

OUR PLEDGE: To exceed your expectations by providing outstanding service, premium quality products, and unsurpassed knowledge in the pursuit of making your workplace safer, more productive, and more cost-effective.

ADDENDUM A
AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) AND TRAINING

1. **AED Service:** Company will provide AED service to each Property listed on Exhibit A of the Agreement, and those added from time to time by Customer, that lie within Company's normal operating service areas. Further, Customer will designate Company as the AED service provider for every Property that lies within Company's normal operating service areas. Except as otherwise expressly provided in this Addendum A, Customer will purchase exclusively from Company all its requirements of AED services (as defined in Section 2) during the term of this Addendum A. All Properties whether listed on Exhibit A of the Agreement or added from time to time by Customer will be subject to the terms and conditions of the Agreement, this Addendum A and its Statement of Work upon the date of execution of the Statement of Work, in substantially the same form attached hereto as Schedule 1 of Addendum A.

2. **Term:** This Addendum A is effective as of the installation date and shall continue through the Expiration Date set forth above in the preamble (the "Term"). This will automatically renew for the same period unless either party is notified by the other party, to the contrary, in writing, a minimum of ninety (90) days in advance of the expiration of the then current term. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to thirty-six (36) months from the AED unit(s) delivery date as stated on the first invoice and Statement of Work executed between Property and Company (the "Initial Term") and shall automatically renew for successive renewal terms of twelve (12) months each (collectively with the Initial Term, the "Term") at the current monthly rate per AED unit. This auto renewal will continue until either party provides the other party with a thirty (30) day advance written notification of its intent not to renew. The renewal provides all the benefits outlined in the Initial Term of the Statement of Work. Fee includes medical direction, pads/battery replacement as needed, software updates, (1) AED wall cabinet or grab & run bag per device upon installation, on-site AED training with purchase of FA/CPR class, future model upgrade options, routine on-site service checks, and Company support after use. Notwithstanding anything to the contrary contained herein there will be a minimum term of thirty-six (36) months ("Minimum Term") for any additional units added during the Initial Term or Renewal Term. Upon termination or expiration of this Addendum A, it is highly likely that there will be Statement of Works enter into prior to the terminations date that will have a term remaining after such termination date and such Statement of Work shall remain in full force and effect through its term

3. **Service Guarantee:** Company guarantees to deliver the highest quality AED Service program at all times. Any complaints about the quality of the Service should be directed in writing to the General Manager of Company. If complaints remain unresolved after a reasonable period of time, Customer and/or Property may terminate this Addendum A and/or Statement of Work as it pertains to the Property(ies) to which the complaints relate provided all AED unit(s) are returned in good working order, or purchased at replacement cost.

4. **Cancellation:**

a. **During Initial Term** - Customer can cancel anytime with a thirty (30) day advance written notification. Customer then owes all remaining Statement of Work payments to the Statement of Work term expiration date. All AED unit(s) currently under the Statement of Work with Customer would then be returned to Company or purchased for an additional three hundred ninety-nine dollars (\$399) per AED unit. For any AED unit(s) added during the Initial Term or any Renewal Term, Customer will owe all remaining Statement of Work payments for the number of months remaining in the unexpired Initial Term.

b. **During Renewal Term** - Customer can cancel anytime with a thirty (30) day advance written notification. Customer will owe a cancellation fee of one hundred fifty dollars (\$150) per AED unit under Statement of Work(s). AED unit(s) will be returned to Company or purchased for three hundred ninety-nine dollars (\$399) per AED unit. The one hundred fifty dollars (\$150) per AED unit cancellation fee can be applied to the purchase price of the AED unit of three hundred ninety-nine dollars (\$399) per ReviveR VIEW AED/Zoll AED Plus Semi Auto/Zoll AED Plus Automatic and/or two hundred ninety-nine dollars (\$299) per ReviveR AED/ReviveR AUTO AED.

5. **New AED Model Upgrades:** If Company adds a new AED model to the product line, Customer can upgrade to the new AED unit any time after the initial thirty-six (36) months of their Statement of Work with no penalty or cancellation charges. Customer can choose to purchase the new AED unit at current price, or sign a new Statement of Work for the new device. All AED unit(s) under a Statement of Work with Customer would have to be returned to Company or purchased for three hundred ninety-nine dollars (\$399).

6. **Ownership of Customer:** Except for non-transferable components such as replacement pads and batteries, which are the property of the Customer, AED units are serviced to Customer and remain the property of Company. The AED unit description is further defined as the AED, one (1) standard battery, one (1) standard pad set, one (1) quick use card and user manual. Additional batteries and pads, data recording card, carrying case, and other accessories are not included and may be purchased separately. Customer agrees that the service on the AED units shall be done exclusively by Company, unless Company agrees in writing to an alternate source to perform these services.

7. **Replacement Cost:** Customer agrees to protect AED units from abuse and to return the AED units to Company in good working and physical condition, reasonable wear and tear accepted, within five (5) business days of the termination of its Statement of Work. In the event a AED unit is lost, stolen, or damaged beyond repair, Company will provide a replacement AED unit. Customer agrees to pay replacement cost of

one thousand nine hundred ninety-five dollars (\$1995) upon receipt of invoice. This payment will not release Customer of its obligations under the terms and conditions of its Statement of Work. The Statement of Work is non-cancelable except as provided herein.

8. **Additional and Replacement Components:** The AED units, replacement pads and batteries are susceptible to damage caused by extreme temperatures, impacts, and other factors, and it is up to the Customer to periodically check the AED units for functionality. Additional and replacement components are available from Company at then-current list prices.

9. **Warranty:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING COURSES OF PERFORMANCE OR USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TRAINING SERVICES COVERED BY THIS ADDENDUM A ARE PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM THE TRAINING SERVICES OR THE INFORMATION PROVIDED IN CONNECTION WITH THE TRAINING SERVICES. COMPANY WILL NOT BE LIABLE IN RESPECT OF ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE PERFORMANCE BY COMPANY OF ITS TRAINING SERVICES HEREUNDER OR IN CONNECTION WITH ANY OF THE SERVICES OFFERED.

10. **Entire Agreement:** Customer is responsible for choosing the type and placement of the AED unit(s). This Addendum A and any attached Attachments, schedules of the Addendum A, contains the entire agreement between Company, Customer and may not be changed, modified, terminated or discharged except in a written agreement executed by the parties. In the event of any inconsistency between the terms and conditions contained this Addendum A and the terms and conditions contained in the Agreement, the terms and conditions contained this Addendum A shall govern and control as it pertains to AED's.

11. **FDA Regulations:** Customer is aware that any use of AED units which is inconsistent with manufacturer's recommendations or FDA regulations could pose a threat to the well-being of its employees and others who might use the AED units or have the AED units used on them.

12. **Awareness:** Customer will make Company aware of any faults, alarms, or indications that the AED unit is not functioning properly.

13. **Indemnity:** CUSTOMER AGREES TO ASSUME ALL RISK OF LOSS IN CONNECTION WITH THE USE OF THE UNITS AND TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY RELEASES COMPANY FROM THE SAME.

14. **Tracking:** FDA regulations require the tracking of the physical location of AED units, as contained in Customer's individual Statement of Work. Customer agrees to promptly notify Company of the new locations if and when AED units are moved.

15. **Service Requirements:** Company will provide service and maintenance for the AED units. This includes regular service checks. Company is required to schedule service visits by Company at six (6) month intervals to verify proper working order, mechanical fitness, and compliance with governmental regulations. Should AED unit require any repairs or maintenance not as a result of mishap or misuse by Customer, Company, at its sole discretion, shall either provide Customer with a replacement AED unit or perform the appropriate maintenance at no charge to the Customer. If Company, at its sole discretion, determines that the necessary repairs were not caused by normal wear and tear, Customer may be charged for the time, materials, and shipping involved in the repair of said AED units. Replacement pads and other non-transferable components are excluded from this repair and maintenance policy.

16. **Inspections:** If Customer's unit is located further than fifty (50) miles from the nearest Company FAS service office, Company, at its sole discretion, may elect to send Customer written reminders to perform their own inspections on the AED units. Customer acknowledges this process and accepts all responsibility for performing the inspections themselves. If Customer detects a problem or has a concern about their AED unit they should contact Company during normal business hours. Company will respond to Customer by the first business day following notice of the problem or concern. If the AED units in need of repair are located further than fifty (50) miles from the nearest Company FAS service office, Company, at its sole discretion, may elect to ship replacement AED units to the Customer on an even exchange basis, in lieu of on-site pick-up for service. In this situation and upon receipt of the replacement AED units, Customer will return to Company the old AED units, prepaid and with reasonable care taken to protect AED units during transit.

17. **Miscellaneous:** Replacement pads, medical direction, 1 free wall cabinet or grab and run bag, software updates, and AED batteries are covered at no cost thru the Statement of Work payments. AED training will also be provided for free when FA/CPR class is purchased from Company. Customer requiring medical direction in addition to the AED must execute the medical direction agreement with Company's third-party supplier. Other non-transferable components are available for purchase from Company at then-current prices. Should AED units require repairs as a result of accident, negligence, fire, flood, location's misuse, Act of God, or cause other than normal wear and tear, Company will arrange for the damaged AED unit to be repaired by the equipment manufacturer. Customer agrees to pay for time, material and shipping charges, not to exceed

the then-current total replacement cost of a AED unit. While the AED unit is being repaired, Company will provide Customer with a replacement AED unit at no charge.

18. **Breach:** Company has the right to recover the AED units if terms of this Addendum A or any Statement of Work are breached or monthly payment becomes substantially past due. Customer will then owe all remaining Service payments to Statement of Work(s) end date per the cancellation terms

19. Customer acknowledges that Company's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement 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. Customer further acknowledges and agrees that Company cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended. IF COMPANY OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM COMPANY'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT COMPANY'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Company and Customer may negotiate a supplemental written agreement to increase the limit of Company's liability, but no such agreed upon increase to the limit of Company's liability shall be interpreted to find Company or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF COMPANY AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN COMPANY, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE COMPANY TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS OR SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

SCHEDULE 1
AUTOMATIC EXTERNAL DEFIBRILLATOR (AED) AND TRAINING
PROPERTY LEVEL AGREEMENT

(To be completed by Property and Company's local servicing location)

Date: _____

The undersigned division, branch, subsidiary or operating unit of <Customer Name> (hereinafter "Property") at <insert Property's Address, City, State, Zip> elects to participate in the automatic external defibrillator ("AED") and training products and services governed by the Master Service Agreement and the respective Exhibit (hereinafter "Agreement") entered into <Date of Agreement> as the same may be amended or renewed from time to time by and between CINTAS CORPORATION NO. 2 and <Customer Name>. Property agrees to be bound by the terms and conditions of the Agreement, the respective Exhibit and pursuant to the terms of this Statement of Work.

GENERAL TERMS

A.	Upon each anniversary date of the Effective Date of the Agreement, the prices then in effect at all Properties shall be increased according to the terms of the Agreement.
B.	Additional items are permitted. Pricing must be in accordance with the Agreement.
C.	Minimum Term length is thirty-six (36) months from the date AED unit is installed or new AED unit is added. Termination fees are as set forth below
D.	Local negotiations are not allowed. Local contracts will not be binding to the Agreement.

GENERAL MONTHLY LEASE PRICING OR PURCHASE PRICING

<i>Description of Service</i>	<i>Number of Units</i>	<i>Payment/AED Unit</i>	<i>Total Payment</i>
		x	= /month
		x	= /month
		x	= /month
		x	= /month

Cancellation:

a. During Initial Term - Property can cancel anytime with a thirty (30) day advance written notification. Property then owes all remaining Statement of Work payments to the Statement of Work term expiration date. All AED unit(s) currently under the Statement of Work with Property would then be returned to Company or purchased for an additional three hundred ninety-nine dollars (\$399) per AED unit. For any AED unit(s) added during the Initial Term or any Renewal Term, Property will owe all remaining Statement of Work payments for the number of months remaining in the unexpired Initial Term.

b. During Renewal Term - Property can cancel anytime with a thirty (30) day advance written notification. Property will owe a cancellation fee of one hundred fifty dollars (\$150) per AED unit under the Statement of Work. AED unit(s) will be returned to Company or purchased for three hundred ninety-nine dollars (\$399) per AED unit. The one hundred fifty dollars (\$150) per AED unit cancellation fee can be applied to the purchase price of the AED unit of three hundred ninety-nine dollars (\$399) per ReviveR VIEW AED/Zoll AED Plus Semi Auto/Zoll AED Plus Automatic and/or two hundred ninety-nine dollars (\$299) per ReviveR AED/ReviveR AUTO AED.

Your signature below will indicate your approval of the information referenced.

CINTAS LOCATION # _____ **PROPERTY** _____

Name if different than noted above.

City and State

Address, City, State

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT C – FIRE PROTECTION TERMS AND CONDITIONS

Term of Exhibit C: Effective Date: May 1, 2023 Expiration Date: OCTOBER 31, 2027

1. **Fire Protection Services:** Company shall provide fire protection and maintenance Service to each Property listed on Exhibit A of the Agreement and those added from time to time by Customer, that lies within Company's normal operating service areas, that executed a Statement of Work with Company. Further, Customer will designate Company as the fire protection service provider for every Property that lies within Company's normal operating service area. Except as otherwise expressly provided in this Exhibit C, Customer will purchase exclusively from Company all its requirements of fire protection service during the term of this Exhibit C. All Properties whether listed on Exhibit A of the Agreement or added from time to time by Customer will be subject to the terms and conditions of the Agreement, this Exhibit C and its Statement of Work, in substantially the same form attached hereto as Attachment 1 to Exhibit C. All merchandise delivered to a Property shall become property of Customer. Normal operating service area and prices only apply to the forty-eight (48) contiguous United States unless otherwise specified.

COMPANY EXCLUDES ANY AND ALL FIRE ALARM MONITORING SERVICES, WHICH, IF PROVIDED, ARE EXPRESSLY COVERED UNDER A SEPARATE AGREEMENT, THE TERMS AND CONDITIONS OF WHICH SHALL GOVERN ANY AND ALL MATTERS INsofar AS THEY RELATE IN ANY WAY TO FIRE ALARM MONITORING.

2. **Description of Services:** Company shall provide Customer with service and maintenance of the following services indicated:

☐ *Annex A Portable Fire Extinguishers*

☐ *Annex B Emergency Exit Lighting*

☐ *Battery Load Test*

☐ *90 Minute Burn*

☐ *Annex C Fire Alarm and Detection Systems*

☐ *Annex D Automatic Fire Sprinklers Systems*

☐ *Annex E Backflow Prevention Devices*

☐ *Annex F Clean Agent Suppression Systems*

☐ *Annex G Kitchen Hood Fire Suppression Systems*

☐ *Annex H Kitchen Exhaust Cleaning*

☐ *Annex I Grease Containment*

☐ *Annex J Fire Pumps*

☐ *Annex K Implementation Procedures - First Sixty (60) Days of Service*

☐ *Attachment 1 - Fire Protection Property Level Agreement*

3. **Term:** This Exhibit C is effective as of the Effective Date and shall continue through the Expiration Date set forth above in the preamble (the "Term"). Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to thirty-six (36) months for any individual Property added after the Effective Date. Upon termination or expiration of this Exhibit D, it is highly likely that there will be Statement of Works enter into prior to the terminations date that will have a term remaining after such termination date and such Statement of Work shall remain in full force and effect through its term.

4. **Early Termination:** If this Exhibit C is terminated by the Customer prior to the applicable Expiration Date for any reason other than documented quality of service reasons which are not cured in a reasonable and mutually agreed upon period of time, Customer will pay Company, as liquidated damages and not as a penalty, a cancellation fee equal to (A) fifty percent (50%) of the Customer's average monthly invoice total (measured over the prior 12 month period or a lesser period if the termination occurs in the first 12 months) multiplied by (B) (i) the number of months remaining in the unexpired term or (ii) 6 months, whichever is shorter.

5. **Ownership of Data:** During the performance of the Services by Company, Company may collect data related to Customer's equipment, including, but not limited to, the quantity, placement, age, condition, make, model and other details necessary for Company to conduct their Services. Such data is the property of Company and Customer acknowledges that the Company has expended significant time and resources gathering, assembling, and compiling the data.

6. **Property Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival, by Property or conditions at the Property, then Company may charge a cancellation fee or trip charge.

7. **Implementation:** Customer hereby agrees to allow Company to consolidate the implementation of their Services at Company's sole and exclusive discretion. If Customer will not agree to this, then Customer must provide Company all system and due date

information within thirty (30) days of the execution of this Exhibit C. Customer grants that the time, energy and resources necessary to implement a national program are a great expenditure made by Company on behalf of Customer. As such, Customer hereby agrees to pay Company, as liquidated damages and not as a penalty, a fee of two thousand five hundred dollars (\$2,500) for each month Customer fails to deliver those materials needed by Company to successfully implement their program.

8. Equipment Exchange: Customer hereby agrees that in servicing a Property's portable fire extinguishers, Company may exchange Property's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Property's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Property.

9. Inspection: Company 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. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Company's then-current form, which shall be given to Customer, and, where required, Company may submit a copy thereof to the local authority having jurisdiction. The report and findings by Company ARE ONLY ADVISORY IN NATURE and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested.

10. Deficiencies: REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE CUSTOMER. Customer shall promptly notify Company of any malfunction which comes to Customer's attention regarding the Systems.

11. Repair: This Exhibit C assumes the systems and related equipment are in operational and maintainable condition as of the Statement of Work date. If, during the inspection process, Company determines that repairs are necessary, Company will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the Customer with repair recommendations. Company shall have first right of refusal for all recommended repairs authorized by Customer. Company, at its option, may match any quotation provided to Customer by an alternate vendor for the repair scope of work or alternate scope of work proposed by an alternate vendor. Ensuring that recommended repairs are performed is the responsibility of the Customer. Company disclaims any liability which arises from repair recommendations which are not performed.

12. Subcontract: Customer agrees that Company may, at its sole discretion, subcontract the Services. Company agrees to monitor and ensure the quality and customer satisfaction of any such subcontracted work.

13. Limited Warranty: Because of the great number and variety of applications for which Company's goods and Services are purchased, Company 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 Company's goods and Services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Company warrants that title to all goods sold by Company 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 COMPANY.

14. Insurance and Indemnification: Customer agrees that neither Company nor its subcontractors or assignees, including, without limitation, those providing monitoring services, (Collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Exhibit. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY 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 OR 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 this Exhibit, it will maintain a policy of insurance covering public liability bodily injury, sickness or death, and 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 assume all risk of loss in connection with the services provided under this Exhibit and to the fullest extent permitted by law. Hereby releases company from the same.

15. Limited Liability: THE LIABILITY OF COMPANY AND ITS SUBCONTRACTORS FOR ANY CLAIM WHICH CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR INVITEES MAY HAVE AGAINST COMPANY PURSUANT TO THIS EXHIBIT, IN THE EVENT IT IS DETERMINED THAT COMPANY PURSUANT TO THIS EXHIBIT, IN THIS EVENT IT IS DETERMINED THAT COMPANY HAS ANY LIABILITY, SHALL BE LIMITED FOR ALL PURPOSES TO FIFTY THOUSAND DOLLARS (\$50,000) AS LIQUIDATED DAMAGES.

If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Company and obtain a higher limit by paying an additional amount consistent with the increase in liability. Company's Service fees are based on the value of the Services provided and the limited liability provided under this Exhibit, and not on the value of Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Company 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. As such (I) Customer hereby agrees that the limits on the liability of Company and Subcontractors, and the waivers and indemnities set forth in this Exhibit are a fair allocation of risks and liabilities between Company, Customer, Subcontractors and any other affected third parties; (II) except as provided in this Exhibit, Customer waives all rights and remedies against Company and subcontractors including rights of subrogation, that Customer, any insurer, or other third party may have due to any losses or injuries subscriber or others incur. Customer agrees that were Company 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.

16.Limited License to Use Customer as a Reference: Customer hereby grants Company a non-exclusive, non-transferable and limited right to use the Customer's trademarks, service marks, trade names, logos, symbols or brand names for purposes of providing references to prospective customers of the Company.

17.Default: Company may terminate this Exhibit C immediately, effective upon written notice to Customer, if the Customer (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of its creditors; (iii) is subject to the appointment of a trustee, receiver, or custodian by order of any court of competent jurisdiction; or (iv) files or have filed against it a petition under bankruptcy or insolvency laws.

18.Terms of Payment: Customer shall have no right to withhold or set-off payment for the Services, or exercise any right of recoupment, against any actual or alleged breach or default by Company of its obligations under this Exhibit C. Where Customer is past due in respect of any payments under this Exhibit C, Company may, in addition to its other rights and remedies hereunder and at law or in equity, without prior notice and without prejudice to its other rights and remedies: (a) suspend all Services to Customer; and/or (b) terminate this Exhibit C.

ANNEX A

Portable Fire Extinguishers

SERVICE & MAINTENANCE OF PORTABLE FIRE EXTINGUISHERS

General Requirements: Per NFPA 10, portable fire extinguishers shall be conspicuously located where they are readily accessible and immediately available in the event of fire. Preferably they shall be located along normal paths of travel, including exits from areas. All rechargeable-type fire extinguishers shall be recharged after any use, as indicated 'by an inspection or when performing maintenance. Customer is fully responsible for determining the placement of all extinguishers.

Inspection Procedures: Periodic inspection of fire extinguishers shall include a check to verify at least the following items:

- Extinguisher is in its designated location
- There are no obstructions to access or visibility
- Pressure gauge reading or indicator is in the operable range or position
- Operating instructions on nameplate are legible and face outward.
- Safety seals and tamper indicators are not broken or missing.
- Fullness is determined by weighing or “hefting”
- There is no obvious physical damage, corrosion, leakage, or clogging of the nozzle
- Condition of tires, wheels, carriage, hose, and nozzle are checked (wheeled extinguishers only) When an inspection of any fire extinguisher reveals a deficiency in any of the conditions listed above, immediate corrective action shall be taken.

Inspection Record-keeping: Personnel making inspections shall keep records of all fire extinguishers inspected, including those found to require corrective action. At least monthly, the date the inspection was performed and the initials of the person performing the inspection shall be recorded. Records shall be kept on a tag or label attached to the fire extinguisher, on an inspection checklist maintained on file, or in an electronic system (e.g., bar coding) that provides a permanent record.

Annual Maintenance Requirements: Maintenance, as defined by NFPA 10, is a “thorough examination” of the fire extinguisher. It is intended to give maximum assurance that a fire extinguisher will operate effectively and safely. It includes a thorough examination for physical damage or condition to prevent its operation and any necessary repair or replacement. It will normally reveal if hydrostatic testing or internal maintenance is required. Fire extinguishers shall be subjected to maintenance at intervals not more than one year, at the time of hydrostatic test, or when indicated by an inspection.

Maintenance Procedures: Maintenance of portable fire extinguishers, as performed by Company Fire Protection, includes the following Company’s 10-Step Quality Assurance Procedures:

1. Visually inspect the extinguisher – The extinguisher is removed from its bracket. The extinguisher label is checked to ensure that the instructions are legible and unobstructed. The cylinder is inspected for corrosion, abrasion, or dents (including under removable bands). The extinguisher is inspected for missing, substitute, or broken parts.

2. Check the hydrostatic and maintenance dates – The date of manufacture is checked on the unit. The most recent hydrostatic test and six-year maintenance dates are noted and the applicable service procedure (hydrostatic test or six-year maintenance) is performed.
3. Verify extinguisher is full – Hand portable extinguishers are weighed or “hefted” to assure that they are fully charged with chemical (cartridge-operated extinguishers are visually inspected for fullness). If necessary, the extinguisher is recharged.
4. Visually inspect the pressure gauge – For stored pressure extinguishers, the gauge is checked for damage. The operating pressure is checked to assure that the extinguisher is properly charged.
5. Remove the tamper seal and safety pull pin – The plastic tamper seal is removed and the safety pull pin is removed to assure that it is not bent and operates freely. A new listed, color-coded Company tamper seal is installed.
6. Check the discharge hose for continuity – A continuity test is conducted on all carbon dioxide hose assemblies to assure that they are properly grounded. A continuity test label is attached to CO2 discharge hoses that pass the continuity test.
7. Inspect all instruction labels – Verify that the operating instructions are present, legible, and facing outward and the appropriate HMIS (Hazardous Material Identification System) information is present and legible.
8. Clean and re-hang the extinguisher – The extinguisher is wiped down to remove dust and debris. The hanging bracket is checked to assure that the correct bracket is being used and that the bracket is securely installed. The extinguisher is re-hung on the bracket or in its cabinet.
9. Review the extinguisher placement, size, and type – The size, type and placement of the extinguisher are checked to assure it is appropriate for the hazard area. Additional record keeping is completed as required.
10. Attach a new certification tag – For those extinguishers that pass the applicable maintenance procedures, a color-coded Company Certification Tag is attached to the extinguisher. The Certification tag includes the month and year maintenance was performed, and the name of the Company Partner performing the work. The Certification Tag is valid for one year from the month punched, and documents that the equipment is in compliance with State, Local and National Fire Codes.

Hydrostatic Test / 6-Yr Maintenance: Hydrostatic testing, as defined by NFPA 10, is pressure testing of an extinguisher to verify its strength against unwanted rupture. Hydrostatic test intervals for portable fire extinguishers are generally at 5 and 12-year intervals. (Refer to NFPA 10 for more specific details.)

Hydrostatic Test Intervals: Extinguisher Type Interval: Water-Based-5, Carbon Dioxide-5, Dry Chemical-12, Halogenated Agents- 12, Dry Powder (Class D)-12. Internal maintenance is required at intervals outlined in Table 7.3.1.1.2 of NFPA 10. Every six years, stored pressure fire extinguisher

Maintenance Recordkeeping: Property Surveys in addition to the required Certification Tag, Company documents the location, type, size and service condition of all fire extinguishers inspected or maintained. These Property Surveys are available to our customers. The Property Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements. Each extinguisher that has undergone maintenance that includes internal examination or has been recharged shall have a “Verification of Service” collar around the neck of the container. Cartridge-operated and cylinder operated fire extinguishers do not require a “Verification of Service” collar.

ANNEX B

Emergency and Exit Lighting

INSPECTION of EMERGENCY AND EXIT LIGHTING

Company Fire Protection uses the National Fire Protection Association (NFPA) Standards NFPA 101 – *Life Safety Code* and NFPA 70 – *National Electric Code* as a guide for establishing its Scope of Services for inspecting and maintaining emergency lighting equipment.

General Requirements: The equipment owner is responsible for assuring that illuminated Emergency Exit Signs and Emergency Lights (“E-Lights”) are properly maintained. Occupants can be in peril if critical routine maintenance is neglected, or is not performed by properly trained individuals with the correct tools, equipment and replacement parts.

Annual Test: E-Lights are required to be tested at least annually. The annual test Company performs includes the following:

- Check for physical damage to the exterior of the unit (test switch, pilot lamp, broken heads, etc.)
- Check the operation of the unit by exercising the test button
- Open the unit and checking the tightness and cleanliness of battery terminals
- Measure the battery “Float Voltage” with a DC Voltmeter to assure that the battery charger is functioning properly
- Use a Battery Analyzer to perform a Battery Load Test (or Battery Burn Test as may be required by local authority) to assure that the battery is functioning properly
- Verify that all lamps are working properly
- Replace defective parts as needed (batteries and bulbs)

Annual Test Record-keeping: Company affixes a label to all E-Lights that have been tested, indicating the date the test was conducted, the type of test conducted, and the name of the Company Partner performing the work. In addition to the required Certification Label, Company documents the location and type of all E-Lights tested. These Property Surveys are available to our customers. The Property Surveys can serve as proof of service for insurance underwriting purposes, for local Fire Code compliance, and can be used as a budgeting tool to forecast future service requirements.

ANNEX C

Fire Alarm and Detection Systems

Introduction: Fire detection and alarm systems are designed to detect fires and fire conditions, and to initiate audible and/or visual signals that warn building occupants and supervisory personnel of fire and other unsafe conditions. Company Fire Protection uses the National Fire Protection Association (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for installing, inspecting, and maintaining fire detection and alarm systems.

Inspection Requirements: The facility owner is required to have the detection and alarm system components visually inspected annually, semi-annually, quarterly, or monthly, in accordance with Table 10.3.1 of NFPA 72. More frequent inspections may be required by the local authority having jurisdiction.

Semi-Annual Testing Requirements: The facility owner is required to have the detection and alarm system components tested in accordance with Table 10.4.3 of NFPA 72. More frequent testing may be required by the local authority having jurisdiction. Company recommends that the Customer have the detection and alarm system tested at least semi-annually (every six months). Semi-annual and annual inspection and testing procedures may vary slightly according to NFPA and Local requirements

System Detail: The Testing and Inspection Service shall be completed on the listed Fire Alarm System along with its components at the frequency as indicated below. The fire alarm interface to auxiliary systems (fans, dampers, generators, pumps, specialty detection or suppression, etc.) will be tested only through the fire alarm control or monitoring module. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A detailed Company Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 72 and other applicable documents for more detailed information.

ANNEX D

Automatic Fire Sprinkler Systems

Introduction: Automatic sprinkler systems are designed to detect fires, release water, and suppress fires. Well-maintained sprinkler systems are highly reliable and provide protection of both people and property. Company Fire Protection uses the National Fire Protection Association (NFPA) Standard 25 – *Inspection, Testing, and Maintenance of Water -Based Fire Protection Systems* as a guide for establishing its Scope of Service for inspecting, testing and maintaining automatic sprinkler systems.

Inspection Requirements: The facility owner is required to have the automatic sprinkler system components visually inspected in accordance with NFPA 25. More frequent inspections may be required by the local Authority Having Jurisdiction (AHJ).

Testing / Inspection Requirements: The facility owner is required to have the automatic sprinkler system components tested annually, semiannually, quarterly, or monthly, in accordance with NFPA 25. More frequent testing may be required by the local Authority Having Jurisdiction.

System Detail: The Testing and Inspection Service shall be completed on the listed Automatic Fire Sprinkler System along with its components at the frequency as indicated below. Functional testing of auxiliary systems, as required by respective code or manufacturer, is excluded unless specifically mentioned in this proposal. A detailed Company Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 25 and other applicable documents for more detailed information.

ANNEX E

Backflow Prevention Devices

Introduction: Backflow prevention assemblies are designed to act as a checkpoint between the public water supply and water that has entered into secondary facilities. Well maintained backflow preventer assemblies act to keep water that has passed through them into the piping network of a facility from returning back into the public water supply and therefore reducing the threat of cross contamination.

Company Fire Protection uses the American Water Works Association (AWWA) M-17 and the National Fire Protection Association (NFPA) Standard 25 – *Inspection, Testing, and Maintenance of Water-Based Fire Protection* as the guideline for establishing its Scope of Service for inspecting, testing and maintaining fire line backflow prevention assemblies.

This document provides an overview of the Services Company provides while maintaining backflow prevention assemblies. Refer to NFPA Standard 25 and its referenced documents for more detailed information.

Testing Requirements: The facility owner is required to have the backflow prevention assembly tested annually in accordance with the applicable standards and according to the authority having jurisdiction. More frequent testing may be required by the local Authority Having Jurisdiction.

Testing Procedures: The following procedures will be performed in accordance with accepted industry standards:

Backflow Prevention Assemblies:

- Provide written inspection report for owner's records and report any deficiencies or impairment.
- Check to be sure that valves are locked or electronically supervised.
- Reduced pressure and reduced pressure detector assemblies shall be inspected to ensure that the differential-sensing valve relief port is not continuously discharging.
- A forward flow test shall be conducted at the system demand, including hose stream demand where hydrants or inside hose stations that are located downstream of the backflow preventer or where connections do not permit a full flow test. The test shall be completed at the maximum flow rate possible.
- A backflow performance test, as required by the authority having jurisdiction, shall be conducted at the completion of the forward flow test including checks for leakage, verification that the check valves close tightly, and verification the pressure drop across the check valve is within the acceptable tolerances.
- Rubber parts shall be replaced in accordance with the frequency required by the authority having jurisdiction and the manufacturer's instructions.
- After any maintenance the OS&Y isolation valves will be checked to be sure they are in the normal open position.
- All maintenance and testing of backflow prevention assemblies shall be conducted by trained individuals following manufacturer's instructions and in accordance with the procedure and policies of the authority having jurisdiction.

Record-keeping Requirements: Records of testing and its components shall be retained for a period of one year after the next test. Records should indicate work performed, servicing company, results, and date of service. Company will forward copies of test reports and deficiency reports to the appropriate Authority Having Jurisdiction (AHJ) as required or requested by the AHJ.

Limitations of Service / Customer Responsibility:

- The equipment owner is responsible for assuring that their fire protection equipment is properly tested, and maintained.
- Deficiencies or other impairments noted during testing of backflow prevention assemblies pose an immediate and serious health safety concern. The Property owner is responsible for assuring that any deficiency noted during testing is corrected immediately.
- The testing services are for the backflow prevention assembly only. Company makes no warranties or representations regarding the condition or status of other equipment, including but not limited to, automatic fire sprinkler systems, electrical equipment, interlocks, HVAC equipment, or alarms.
- Performance of testing services in no way guarantees that the system meets all applicable code standards and/or is working as designed. Furthermore, Company is not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, wear, or other reasons beyond Company's control which may result from exercising during testing.

ANNEX F

Clean Agent Suppression Systems

Introduction: Clean agent fire suppression systems are widely used in today's high-tech environments to help limit the damage that can occur from a fire – both costly business interruption and damage to expensive and electronically sensitive equipment. Company Fire Protection uses the National Fire Protection Association (NFPA) Standard 2001 – *Standard on Clean Agent Extinguishing Systems* and (NFPA) Standard 72 – *National Fire Alarm Code*® as a guide for establishing its Scope of Service for inspecting and maintaining clean agent fire suppression systems.

Monthly Inspection Requirements: The facility owner is required to have the clean agent fire suppression system components visually inspected on a monthly basis to assess the suppression system's operational condition.

Semi-Annual Testing Requirements: The facility owner is required to have the clean agent suppression system tested semi-annually (every six months) in accordance with the manufacturer's instructions. More frequent testing may be required by the local authority having jurisdiction.

Clean Agent Fire Suppression System Detail: The Testing and Inspection Service shall be completed on the listed Clean Agent Fire Suppression System at the frequency as indicated below.

A detailed Company Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 2001, NFPA 72 and other applicable documents for more detailed information.

Inspection will be performed in accordance with the requirement of NFPA 2001 and NFPA 72. Any exceptions will be noted.

ANNEX G

Kitchen Hood Fire Suppression Systems

Introduction: Wet chemical fire suppression systems used in commercial cooking operations have an excellent record of helping suppress cooking fires when the systems are properly installed and maintained. Company Fire Protection uses the National Fire Protection Association (NFPA) Standards 17A – *Wet Chemical Extinguishing Systems* and NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations* as a guide for establishing its Scope of Service for inspecting, maintaining, recharging, and hydrostatically testing kitchen fire suppression systems.

General Requirements: Cooking equipment that produces grease-laden vapors and that might be a source of ignition of grease in the hood, grease removal device, or duct of commercial cooking operations shall be protected by fire extinguishing equipment. Examples of cooking equipment that produce grease-laden vapors include, but are not limited to, appliances such as deep-fat fryers, ranges, griddles, broilers, woks, tilting skillets, and braising pans. Fire-extinguishing equipment shall include both automatic fire- extinguishing systems as primary protection and portable fire extinguishers as secondary backup. Newly installed kitchen suppression systems shall comply with the UL 300 fire test standard. In existing systems, when changes are made in the cooking media, positioning, or replacement of the cooking equipment occur, the system owner shall be responsible for assuring that the fire extinguishing system complies with UL 300.

The system owner shall also assure that changes or modifications to the hazard after installation of the fire extinguishing systems shall result in the re-evaluation of the system design by a properly trained and qualified person or company. Portable fire extinguishers shall be installed in kitchen cooking areas in accordance with NFPA 10 and shall be specifically listed for such use (i.e., they require a K Class wet chemical extinguisher).

Owner's Monthly Inspection: An owner's inspection shall be conducted on a monthly basis in accordance with the manufacturer's listed installation and maintenance manual or the owner's manual.

Semi-Annual Maintenance Requirements: Kitchen Fire Suppression Systems shall be subject to maintenance at intervals not more than six months (semi-annually)

Kitchen Hood Fire Suppression Facility Detail: The Testing and Inspection Service shall be completed on the listed Kitchen Hood Fire Suppression System at the frequency as indicated below.

A detailed Company Scope of Services including Testing Procedures is available upon request. Refer also to NFPA 17A, NFPA 96 and other applicable sources for more detailed information regarding servicing requirements. Inspection will be performed in accordance with the requirement of NFPA 17A and NFPA 96. Any exceptions will be noted.

ANNEX H

Kitchen Exhaust Cleaning

Introduction: Removal of fuel from kitchen exhaust systems per NFPA standards has proven to be effective in the prevention of fires and fire damage as a result of excessive fuel buildup. Company Fire Protection uses the National Fire Protection Association (NFPA) Standard NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations* as a guide for establishing its Scope of Service for kitchen exhaust cleaning.

Necessary Equipment: All necessary equipment required to properly clean exhaust systems to the specifications described below and to the standards outlined in NFPA 96 edition will be provided by Company.

Service Specifications and General Conditions:

1. Cleaning personnel will be properly trained and qualified as required by the local AHJ
2. The fire protection system will not be rendered inoperable during the cleaning process.
3. Flammable solvents or other flammable cleaning aids shall not be used.
4. Cleaning chemicals shall not be applied on fusible links or other detection devices.
5. Hood (baffle) filters will be removed. Company is not responsible for cleaning the hood filters. Hood filters will not be re-installed by Company.
6. Kitchen equipment will not be moved to clean behind or under, including walls around or under hoods unless the cleaning process introduces water or grease to that area.
7. Customer agrees that Company must be allowed to begin service within ½ hour of mutually agreed upon service time or cancellation of service, late start fees or subsequent trip charges may apply.
8. It is the Customer's responsibility to notify Company of any changes in access that would prevent a service to take place. Lack of notification will result in canceled service and associated cancellation fee.
9. Plastic sheeting will be used to protect equipment and the area surrounding hoods from overspray. Hoods will be bagged or covered with plastic to collect wastewater. Plastic sheeting will be attached to hood canopies with duct tape and spring clamps. Wastewater and debris washed out of the hoods will be collected in containers and disposed in the mop sink drain. Clean hot water should be run down the mop sink drain continuously for several minutes after wastewater disposal to flush/clear the drain line to the grease trap.
10. All accessible vertical and horizontal ductwork will be scraped, degreased, and steam cleaned to 50 microns. It is agreed between Company and Customer that exhaust systems should never have in excess of 1/8 inch or 2000 microns of combustible material build-up between cleanings. Customer is responsible for authorizing frequency changes to maintain acceptable levels per NFPA 96 standards. Upon completion of the cleaning process, Company will re-install access panels with the proper bolts, screws, and fireproof sealant if required.
11. A properly installed kitchen exhaust system will have watertight welded seams. If this is not the case, Company will not assume responsibility for damage caused by leaking from ducts, curbs at fan junctions, roofs, or access panels. Any detection of such will be reported to Customer.
12. A properly installed exhaust fan will have motors, belts and pulleys protected by a grease tight housing. If this is not the case, Company will not assume responsibility for damage caused by grease, water or moisture getting into this portion of the unit.
13. Customer will be responsible for removing all food, cooking and food paraphernalia from the cleaning area to provide full, unimpeded access to Customer's kitchen exhaust system.
14. Company hereby disclaims any responsibility for the mechanical operation of exhaust fans, grills and other equipment at Customer's site(s) unless damage is the result of negligent services performed on non-deficient and code compliant equipment.
15. Customer Hood and Duct systems should have water tight apparatus' including outlets under hoods and electrical conduit on rooftops. Company will report any non-compliant items discovered to Customer.
16. In cases where Company does not provide roof-top grease containment, Company hereby disclaims responsibility for grease on the roof or damage resulting therefrom. The service provider will clean any grease or greasy water introduced as a result of the services performed.

17. To minimize dripping, Company may turn on exhaust system to facilitate drying.
18. Upon completion of the cleaning process, Company will leave a work order or certificate showing the date the system(s) were cleaned. In addition, Company will apply the appropriate sticker/label indicating the date the system was cleaned and the name of the service provider to the hood canopies cleaned.
19. When required, the authority having jurisdiction will be provided certificates of inspection and cleaning.

Access Panels: The service provider will notify the Customer if they determine that ductwork on an exhaust system requires additional access panels to perform a thorough cleaning. Access panels shall be NFPA 96 compliant, UL listed and installed per the manufacturer instructions. Per NFPA 96, up-blast fans shall be supplied with an access opening of a minimum 76 mm by 127 mm (3in. by 5 in) or a circular diameter of 101 mm (4 in) on the curvature of the outer fan housing to allow for cleaning and inspection of the fan blades.

Exhaust Fan Hinge Kits: Per NFPA 96, Section 8, exhaust fans must be hinged to properly tip for service and inspection. Company will notify the Customer when exhaust fans do not have hinges or have non-functioning hinges. In such cases, Company will provide recommendations for install or repair, and may submit a written proposal to install hinges. Due to safety concerns, improperly hinged fans cannot be tipped for service. Company hereby disclaims any responsibility for damages as a result of missing or non-functioning fan hinges.

ANNEX I

Grease Containment

Introduction: All grease producing fans at the termination point of a Kitchen Exhaust System must have a grease collection device and the appropriate grease containment. The purpose of this requirement is to keep grease contained in an area such that it can be properly collected and disposed of at or near the time of the Kitchen Exhaust Cleaning. Fans and associated systems without grease collection and containment will lead to grease pooling onto the roof which is a significant fire hazard in the event there is a duct fire. In that event, the fire will immediately spread onto the roof, significantly magnifying its opportunity to move to other parts of the roof and the building as a whole. In addition to the safety hazard this represents, grease that is not contained will cause roof membrane damage, leading to leaks and other associated roof issues. Company Fire Protection uses the National Fire Protection Association (NFPA) Standard NFPA 96 – *Ventilation Control and Fire Protection of Commercial Cooking Operations Section 7* as a guide for establishing its Scope of Service for Grease Containment services.

Necessary Equipment and Installation: There are a variety of grease containment types available, but the established methods are either four or one-sided grease containment units. One sided units are usually a collection box that is installed just under the fan spicket. Four sided units are either attached to the fan curb or frames are around the fan on the rooftop area. Each of these containment units require grease absorbent material to properly collect the grease that escapes from the fan. This material must be changed out when it reaches a saturation point and is usually done on the same frequency as the Kitchen Exhaust Cleaning. Company service representatives can install the appropriate grease containment units on fans currently lacking a grease containment system to ensure proper equipment is in place for go forward absorbent filter changes. Company can quote and provide rooftop cleaning services for standing grease prior to installation and hereby disclaims any responsibility for existing roof membrane conditions.

Service Specifications:

1. Grease containment services will either take place at night during a kitchen exhaust cleaning or during the daytime on a separate mobilization
2. Where applicable, the Company service representative will inform the manager of their arrival and formally request roof access
3. Company service representative will inspect the grease containment unit and remove the grease absorbent filter which will be disposed of in the Customer dumpster.
4. Any grease still residing in the grease containment unit will be cleaned using a degreasing agent.
5. No system can guarantee 100% grease containment at all times. Therefore, Company hereby disclaims any responsibility for rooftop condition, condition of membrane and any associated rooftop damage as a result of accumulation or residue that at times will escape a containment unit.
6. Upon completion of the cleaning process, a work order or certificate showing the date of service will be left at the Property.
7. Customer will be notified of any deficiencies with the grease containment unit.

ANNEX J

Fire Pumps

Fire Pumps: Inspection and Test Scope of Work (NFPA 25, 2008 Edition, Chapter 8)

Pre-Test Procedures:

1. Perform visual inspection of pump house heating and ventilation
2. Exercise isolating switch and circuit breaker
3. trip circuit breaker (if mechanism provided)
4. Operate manual starting means (electrical)
5. Inspect fuel level (diesel)
6. Inspect flexible hoses and connections (diesel)
7. Check oil level (diesel)
8. Check cooling system level (diesel)
9. inspect exhaust system for leaks, insulation, hangers and supports and flexible sections (diesel)
10. inspect batteries (diesel)
11. Perform visual inspection of fire pump and applicable components
12. Inspect driver and pump alignment
13. Inspect pump controller for proper electrical alignment
14. Inspect internal components of the pump controller

Churn Test:

1. Perform a test of the fire pump running at a no flow condition
2. Record the start-up and shutdown pressures of the jockey pump
3. Perform an automatic start-up of the fire pump using the fire pump sensing lines
4. Record the start-up pressure of the fire pump
5. Record suction and discharge pressures
6. Record shaft rpm
7. Record the amperage and voltage on lines (where applicable)

100% Rating Test:

1. Perform test of the driver and pump operating at 100% of its designed flow rate
2. Record pump suction and discharge pressures
3. Record shaft rpm
4. Record the amperage and voltage on lines (where applicable)

150% Rating Test:

1. Perform test of the driver and pump operating at 150% of its designed flow rate (where available suction supplies exist)
2. Record pump suction and discharge pressures
3. Record shaft rpm
4. Record the amperage and voltage on lines

Post Test Procedures:

1. Verify alarm, trouble and supervisory signal receipt and restoral at monitoring station
2. Plot performance curve
3. Compile a complete report of results

Condition 1: Customer understands that inspection of automatic fire pumps requires large volumes of water discharge and accepts said condition and will provide a suitable place of discharge.

Special Condition 2: Customer understands that inspection of automatic diesel fire pumps does not include oil and/or oil and filter change, fuel filters, air breathers, batteries, antifreeze, etc. or other preventative maintenance requirements.

ANNEX K

Implementation Procedures – First Sixty (60) Days of Service

Thank you for the opportunity to manage your Fire Protection needs. Our National Accounts team is currently working through the onboarding process for your inspection program. Until we are fully live, please acknowledge the following directives for any emergency requests:

1. Requests will be routed to Company from a key Customer corporate contact (we ask that individual sites not make contact directly due the assembly of your account management team, which is in process).
 - a. Requests will include violation notices or authority having jurisdiction (AHJ, or Fire Marshall) contact detail, if applicable.
 - b. Onsite scheduling contact name and contact number must be provided.
2. Company will operate under two thousand dollars (\$2,000) NTE (Not to Exceed) limit for all Services.
 - a. If needed, quotes will be routed to key Customer corporate contact for approval (should we not be able to complete the Service under two thousand dollars (\$2,000.00)).
3. Customer portals and POs will not be utilized during the first sixty (60) days of Services.
4. Applicable inspections will be set on a recurring schedule based on this initial visit.
 - a. For example, if we conduct a sprinkler system inspection in June, but our program doesn't officially begin until July, we'll simply set-up the next service for June of the following year.
5. Invoices will be routed directly to key Customer corporate contact for processing.
6. Expedited service charges may apply, and the timeline for completion will vary based on the size and complexity of the request.
7. Once fully implemented, Company operations will operate under the agreed upon Service requirements as constituted in this Exhibit C.

ATTACHMENT 1
FIRE PROTECTION PROPERTY LEVEL AGREEMENT

THIS STATEMENT OF WORK ("Statement of Work") is made as of the "Effective Date" below, by and between the PROPERTY listed below ("Customer"), and Cintas Corporation No. 2. ("Cintas" or "Company") in the business of providing the service, sale, installation, and/or repair of fire protection and life safety equipment.

Service	Effective Date	Description	24/7 Service #
Fire System Inspections		Testing & Inspection, Repairs, Service Calls & Emergency Calls*	866-CINTAS-3 (866-246-8273)

I. Definitions. For purposes of this Agreement, the following terms shall apply:

Written communications must be sent to the Property (see address below), attention General Manager, and to the following address:

"Cintas": Cintas Fire National Accounts

4310 Metro Parkway | Suite 300 | Fort Myers, FL 33916 // Attention: (GM) 866-246-8273

"Property": The hotel property identified below, which along with all related land, parking lots, landscaping, fixtures and equipment is referred to as the "Property".

Property Information:					
Hotel Name:				PROPERTY #/ID:	
Address:				FACP Make/Model:	
City, St, Zip:				NEXT 5 YR DUE:	
Contact Name:				Title:	
Phone:			Email:		

Incorporation by Reference. Cintas Corporation No. 2 and ~~XXXXXXXXXXXXXX~~ negotiated and agreed upon National Fire Protection Agreement dated ~~XXXXXXXXXXXXXX~~ which contains the standard terms and conditions that govern the relationship between the parties, the terms and conditions of which are incorporated herein by this reference as if fully set forth in this Statement of Work. To the extent of any direct conflict between the National Fire Protection Agreement and this Statement of Work, the terms and conditions of the National Fire Protection Agreement shall govern

CATEGORY	SERVICE FREQUENCY	MONTH(S)	ITEM #	QTY	UNIT PRICE (or "FIXED")	SCOPE NOTES	Sub-Total
Fire Alarm			INFA	Initiating /Supervisory Devices			
				Notification Devices			
Sprinkler			INSP K	Sprinkler Sectional / Control Valve Assemblies			
				Dry Systems			
Backflow & Hydrant			INBF	Fire Line BF			
				Domestic /IrrigationBF			
Fire Pump			INFP	Electric			
				Diesel			
Fire Extinguisher			IN	Extinguishers			
Kitchen Suppression			INKS	Kitchen Systems			
				Remote Tanks			
Emergency / Exit Lighting			INE L	Lights			
Other							

Fixed: Pricing is a fixed annual rate, billed when services are completed. Pricing will not change unless

- 1) If the # of Fire Alarm devices exceeds the totals above by more than 10%, Cintas reserves the right to adjust pricing according.
- 2) Sprinkler pricing above includes Dry Systems. If the # of Dry Systems is different than the count above, Cintas will adjust pricing up or down according to the unit pricing for a Dry System inspection per TABLE ONE.

Unit: The counts above should be considered estimates. Cintas will invoice for the ACTUAL # of devices tested per TABLE ONE.

Cintas Representative:

Customer Signature: _____

Print Name & Title: _____