

Version 83116

Office: Gainesville
605 NW 53rd Ave.
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Gainesville, FL. 32609

Phone: 352-378-9777
Fax: 352-377-8225
Rep: Lee Johnson

Company: Columbia County BOCC
Address: PO Box 1529
Suite:

City St Zip: Lake City, FL 32055

FOR SERVICE AT: (If Different From Above)

Building: Columbia County Courthouse & Annex

Street Courthouse - 173 NE Hernando Ave., An

City St Zip: Lake City, FL 32055



Effective Date: 9/1/2017

Customer No.	CO035
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Proposal No.	201708330
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Contact Name:	Donny Dupree
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Contact Phone:	386-758-1024
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Contact email:

ddupree@columbiacountyfla.com

TESTING & INSPECTION SERVICES PROVIDED

FREQUENCY	% Tested	Service Performed
Annual	100%	Fire Alarm Panel Testing & Inspection

Maintenance

- ☒ Not Included / Test Only
- ☐ Retainer Only
- ☐ Maintenance, Labor Only
- ☐ Maintenance, Parts & Labor

Other Services

[illegible]

- ☐ UL Certification
- ☐ Emergency Service
- ☐ Life Safety Handbook
- ☐ Software Upgrades

Describe Other Services Here:

- ☒
- Special Provisions Page Attached

CUSTOMER AGREES TO PAY \$4,120.00 per annum, plus any applicable federal, state, and local taxes. Price is valid for 30 days. The customer agrees to purchase, and JSC Systems, Inc. agrees to provide the services identified in this Agreement subject to JSC's Management approval and continuance of credit approval by JSC. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on JSC unless made in writing and signed by an officer or authorized manager of JSC. The terms and conditions attached herein are part of this Agreement, and are hereby accepted by the undersigned.

JSC Systems, Inc.

Lee Johnson	9/1/2017
Sales Representative	Date


Authorized Signature

Customer Signatures

Purchase Order No.

Authorized Signature

Ronald Williams Chairman

TERMS AND CONDITIONS

GENERAL PROVISIONS

- A. This agreement is placed subject only to the Terms And Conditions set forth hereunder and the reference to any proposal from Customer including Purchase Orders, which shall become part of this agreement, is only for the purpose of specifying basic information concerning price, the description of the items, quantities, terms of payment, and delivery and then only as such terms are consistent with the terms and conditions herein. Further, notwithstanding any other agreements between the parties, this agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part and in the event of any inconsistencies between the terms and conditions in this agreement or the purchase order, this agreement shall prevail.
- B. All services under this Agreement will be performed during the normal working hours of JSC Systems, Inc. normal working days unless specifically outlined as a special provision to this Agreement.
- C. The Customer will promptly notify JSC Systems, Inc. of any malfunction in the system(s) which comes to the Customer's attention.
- D. It is agreed that, in providing the system or services included in this Agreement, JSC Systems, Inc. is not an insurer, and does not guarantee that no damage or injury to person or property will occur.
- E. In the event that the system or any equipment or component thereof is altered, modified, changed or moved, this Agreement may be immediately terminated at JSC Systems, Inc. option.
- F. No representations of any kind have been made by JSC Systems, Inc. to the Customer except as set forth herein and this document contains the entire Agreement between the parties.
- G. This Agreement does not apply to software, repairs to, or replacement of the equipment subject to this agreement, if such repairs are required by reason of vandalism, flooding, fire, lightning, power failure, installation of incompatible equipment, improper operating procedures, or by any other cause beyond the control of JSC Systems, Inc.
- H. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of Florida for any litigation pertaining to this Agreement.
- I. If a Fire Watch is either recommended or deemed necessary by any person, including any government AHJ, then the procurement and all associated costs of the Fire Watch shall be the sole responsibility of the Customer and shall in no event be the responsibility of JSC Systems, Inc.
- J. This agreement assumes that the system is in complete working order. Any deficiencies found during the first complete inspections are not included, and will be submitted to the customer for approval to proceed, and will be charged separately.
- K. If sprinkler flow valves and tamper switch testing is included, the testing will be limited to electrical functional tests only.

CUSTOMER RESPONSIBILITIES

Customer agrees: to provide free access to the equipment; to provide necessary equipment to reach inaccessible, equipment and peripheral devices; to supply suitable electrical service; and that in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when JSC Systems, Inc. is first notified of the emergency or failure and until such time as JSC Systems, Inc. notifies the Customer that the system is operational or that the emergency has been cleared. Customer will provide engineering personnel to assist in any after hour service calls or testing.

JSC SYSTEMS, INC. RESPONSIBILITIES

JSC Systems, Inc. will maintain the System in working order in accordance with good workman-like standards and in accordance with NFPA 72 code. The system will be tested and a condition report with recommendations will be presented to the customer. The customer may purchase parts or additional services such as Repair, Emergency Repair, or Renovation, at normal published rates. JSC Systems, Inc. will provide the customer with a Certificate of Insurance evidencing Commercial General Liability Insurance and proof of Worker's Compensation Insurance upon execution of this agreement.

PAYMENTS / MINIMUM CHARGES

Invoices are Due and Payable Upon Receipt. The Company reserves the right to assess an interest charge of 1.5% per month or the maximum permitted by law, whichever is less, on accounts overdue. Any billable work is subject to a hour minimum charge.

TERM OF AGREEMENT

This Agreement shall be for a period of one(1) year, commencing on the date of execution of this Agreement.

LIMITATION OF LIABILITY

NEITHER JSC SYSTEMS, INC. NOR ITS REPRESENTATIVE SHALL BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LIABILITY CLAIM, LOSS DAMAGE, OR EXPENSE OF ANY KIND, OR FOR ANY DIRECT, CONSEQUENTIAL, COLLATERAL, OR INCIDENTAL DAMAGES, RELATIVE TO OR ARISING FROM OR CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, ITS INSTALLATION, ITS SERVICE, OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT, OR INADEQUACY OF THE EQUIPMENT. IT IS EXPRESSLY AGREED THAT PURCHASER'S EXCLUSIVE REMEDY FOR ANY CAUSE OR ACTION RELATING TO THE PURCHASE, INSTALLATION, SERVICE AND/OR USE OF EQUIPMENT SHALL BE FOR DAMAGES AND JSC SYSTEMS, INC. LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE PRICE OF AND ALL LOSSES OR THE SERVICE AGREEMENT FOR THE EQUIPMENT IN RESPECT TO WHICH THE CLAIM IS MADE OR, AT THE ELECTION OF JSC SYSTEMS, INC., THE RESTORATION OR REPLACEMENT OR REPAIR OF SUCH EQUIPMENT.


Signature

9-7-17
Date

SPECIAL PROVISIONS

Version 83116



This Special Provisions Page is part of the contract dated: 9/1/17, Cust. No. CO035

This agreement for testing and inspection will be performed in accordance with NFPA 72, Chapter 10, shall conform to the equipment manufacturer's recommendations, and shall verify correct operation of the fire alarm system. In accordance with NFPA 72, Paragraph 10.2.2.5, JSC Systems, Inc. Service Technicians are Factory Trained and Certified, NICET Certified, and JSC Systems, Inc. is a UL listed Organization.

This testing and inspection agreement assumes that the system is in complete working order, any corrective action required to make the system operational will be billable. This agreement does not include any change to the system software or firmware. The testing of waterflow switches, Tamper switches control modules and monitoring modules is limited to electrical testing for initiation and supervision. Testing of auxiliary functions is to verify the proper operation of the output modules only.

Customer to assist in gaining access to residents' apartments or any secured areas that may house devices that require testing.