Proposal#: 37743 | **Proposal Date: 09/14/2022** | **Valid Until: 10/14/2022**

Revision : 0

Attention:	Lee Gouny	**Sales Rep:**	Tim Fitzpatrick
Email Address:	lee.gouny@guestservices.com	**Sales Rep Phone:**	239-2784111 239-2784192
Phone Number:	239-596-6060	**Sales Rep Email:**	tfitzpatrick@alldigitaltechnology.com
Customer:	Toscana at Bay Colony		
Site Address:	United States		

Job Name: Toscana Annual Fire Alarm Inspection 2023

Fire Alarm and Life Safety System Inspection Services:

(For a detailed explanation of services please see section Agreement Services).

Service Options: Fire Alarm System Test and Inspection

Equipment and Inspection Frequency:

Quantity	Type	Frequency
1	Fire Alarm Control Panel	Annual
1	Voice Evac Panel	Annual
1	Dialer	Annual
6	Remote Power Supply	Annual
1	Remote Annunciator	Annual
72	Nurse Call Bed Station	Annual
404	Smoke Detector	Annual
158	Manual Pull Station	Annual
37	Tamper Switch	Annual
37	Waterflow	Annual
8	Duct Detector	Annual
8	Fan Control/Shut down	Annual
6	Heat Detector	Annual
32	Elevator Recall	Annual
8	Strobes	Annual
239	Speakers	Annual

227	Audio/Visual	Annual

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Total Annual Price (plus any applicable taxes): $ 13,235.29

Notes to Customer:

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Genset, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature: [signature]

Print Name: MICHAEL D. PLANTE

Title: PRESIDENT / TOSCANA AT BAY COLONY CONDO. ASSN.

Date: 10-25-22

P.O.#:

All Digital Technology Authorization:

Signature:

Print Name:

Title:

Date:

Agreement Services:

Basic Emergency Service: Emergency Service provided under this Agreement will be 100% reimbursable by Customer in accordance with the most recent published service labor rates. Customer agrees to reimburse All Digital Technology for labor for travel time plus any Ordinary Travel and Living Expenses.

Standard Emergency Service: All Digital Technology will provide Emergency Service Monday through Friday 8:00 AM – 5:00 PM excluding evenings and weekends, city, state, federal and All Digital Technology observed holidays at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. Emergency Service requested by the Customer to be provided outside of the above stated times to be reimbursed by the Customer. Customer agrees to reimburse All Digital Technology for any Ordinary Travel and Living Expenses.

Premium Emergency Service: All Digital Technology will provide Emergency Service 24 hours per day, 7 days per week, city, state, federal and All Digital Technology observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement.

Premium Plus Emergency Service: All Digital Technology will provide Emergency Service 24 hours per day, 7 days per week, city, state, federal and All Digital Technology observed holidays are included. Emergency Service will be provided at no additional charge to the base annual service fee. Labor for travel time is included under this Agreement. Replaced components will be provided and of compatible design as required to maintain Customer's system in compliance with appropriate Listing Agencies and/or Local Authorities Having Jurisdiction. At All Digital Technology sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. Batteries are excluded in this provision. All exchanged parts shall become the property of All Digital Technology.

Runner Response Service: If runner response is required by jurisdiction or by NRTL requirements. Runner response will be charged at the standard billable hourly rate.

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Terms & Condition

Agreement and Order. The terms and conditions set forth below (the "Terms and Conditions") and on All Digital's proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the "Agreement") constitute the complete and exclusive statement of the terms of this transaction by and between All Digital Technology. ("All Digital") and the customer identified on the Proposal (the "Customer") for the performance of the services specifically set forth on the Proposal (the "Services"). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that All Digital has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. All Digital shall have no obligation to perform other services not described on the Proposal, but All Digital may provide other Services at customer's request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these 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 All Digital's normal working days unless specifically outlined as a special provision to this Agreement. C. The Customer will promptly notify All Digital Technology 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. All Digital Technology 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 or adjusted at All Digital's option. All Digital shall not be responsible for any damages resulting from such alterations, modifications, or movement. F. This Agreement does not apply to software, reloading of software, repairs to, or replacement of the equipment subject to this agreement, if such repairs are required by reason of vandalism, flooding, water damage, corrosion from any source, fire, lightning, power failure, installation of incompatible equipment, improper operating procedures, or by any other cause beyond the control of All Digital Technology. All Digital will provide such services at Customer's request and at an additional charge pursuant to the labor rates than in effect, or as stated elsewhere in this Agreement. This clause shall super cede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement. G. 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 All Digital. H. 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. I. If sprinkler flow valves and tamper switch testing is included, the testing will be limited to electrical functional tests only. J. Customer agrees: to provide free access to the equipment, to provide necessary equipment to reach inaccessible, equipment and peripheral devices. Customer shall provide all necessary equipment beyond a 12' Ladder to allow All Digital Technology personnel to reach inaccessible equipment and peripheral devices. – OR – All Digital Technology shall provide all lifts, including lift rentals as may be needed to access equipment being tested or maintained under this Agreement for an additional charge. Customer will provide personnel to assist in any after hour service calls or testing. K. Secured Areas – Customer agrees to provide free access to secure areas as may be necessary for All Digital Technology to perform the required inspections without delay upon arrival at the Customer's premises. Customer agrees to provide all necessary security credentials for All Digital Personnel and All Digital agrees to abide by all Customer security procedures and policies or Customer may elect to provide a Security Escort for all All Digital personnel as may be required and for the duration of the scheduled inspections.

PAYMENTS

Customer shall pay or cause to be paid to All Digital Technology the full price for the Services as specified on the first page of this Agreement. All Digital Technology shall submit annual invoices unless otherwise specified to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate than allowed. Customer shall pay all attorney and/or collection fees incurred by All Digital Technology in collecting any past due amounts.

TERM OF AGREEMENT

The services described in this Agreement shall begin on the effective date indicated on the front page of the agreement and shall continue for a period of 5 years from this date. This Agreement will automatically renew for successive 12-month periods unless canceled prior to the anniversary date with at least a sixty (60) day written notice issued by the Customer. All Digital reserves the right to escalate the contract price annually at the anniversary date within the initial term of the contract and may elect to do so at each subsequent renewal. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 90% of the service charge remaining to be paid for the unexpired term of the agreement as liquidated damages but not as a penalty. Parts. All Digital shall furnish parts as necessary at All Digital's then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customer's equipment. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to All Digital by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind All Digital unless All Digital agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by All Digital to respond in writing to Customer upon receipt of All Digital of a purchase order or other agreement by Customer shall not be a waiver of the requirement that All Digital agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of All Digital that differ in any way from the Proposal as prepared by All Digital or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by All Digital, prices are subject to change without notice. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described, shall be at the rates then published by All Digital in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by All Digital in order to perform the Services unless otherwise covered in the agreement. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to All Digital any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides All Digital with a valid tax exemption certificate. All Digital shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to All Digital. Time of Performance. If performance of the Services is delayed through no fault of All Digital, then the time for performance of the work shall be extended to the extent of such delay. All Digital shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of All Digital. Warranty; Limitation. CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT ALL DIGITAL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY ALL DIGITAL TO PURCHASER "AS IS" "WHERE IS" AND "WITH ALL FAULTS". CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL DIGITAL HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY ALL DIGITAL IN DECIDING TO CONTRACT FOR THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. Customer further agrees that in no event shall All Digital's liability to Customer for damages of any nature exceed the amounts actually paid by Customer to All Digital for the Services. Access to Equipment; Performance of Services; Customer Obligations. (a) All Digital's maintenance personnel shall have free access to the Customer's Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or All Digital or not, as a matter of allocating between Customer and All Digital the risks associated with an interruption in electrical services and/or taking the Customer's equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by All Digital as to the equipment. Customer agrees with All Digital that securing of the premises in order for All Digital to perform its Services is a material and critical element of this Agreement and, prior to the performance of any Services under this Agreement, Customer will receive and execute with All Digital a written Notification and Acknowledgement of Inspection and Warning ("Notification") related to the Services provided herein. The Notification shall include All Digital's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that All Digital shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of All Digital's obligations herein, it being acknowledged by Customer that All Digital's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. Damages. CUSTOMER AGREES THAT ALL DIGITAL SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. ALL DIGITAL SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF ALL DIGITAL SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING ALL DIGITAL'S LIABILITY. ALL DIGITAL'S LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF ALL DIGITAL'S LAST FURNISHING SERVICES UNDER THIS AGREEMENT. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by All Digital, except with All Digital's written consent and subject to conditions then agreed upon which shall indemnify All Digital against liability and expense incurred and commitments made by All Digital. No materials or products provided in conjunction with the Services may be returned. Indemnity. Customer represents and warrants that is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by All Digital hereunder. Customer shall defend, indemnify and hold harmless All Digital and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by All Digital or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. Miscellaneous. In addition to the other terms and conditions, Customer and All Digital further agree that the following shall also govern this Agreement: Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or All Digital, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto. Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorney's fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorney's fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Successors and Assigns. All of the terms and conditions of this Agreement, and the -rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. Entire Agreement. This Agreement, any Agreements referenced herein, and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supersede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: the date of actual performance; or five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to All Digital: All Digital Technology., 11000 Metro Parkway, Suite 3, Fort Myers, FL 33966. All Digital shall not be in default of any of its obligations hereunder unless Customer provides All Digital with seven (7) days written notice of default and specifying the action required to cure the default and All Digital fails to cure such default.