THIS AGREEMENT is made this 21 day of MARCH

7512 Connelley Drive Hanover, MD 21076 VA DCJS# 11-3420 410-768-2200 PHONE 410-590-7743 FAX

, 2014, between **BFPE INTERNATIONAL, INC., a**

TEST, INSPECTION AND MONITORING AGREEMENT

Maryland corporation ("BFPE") andCAMBRIDGE PROFESSIONAL CENTER, LLC c/o GOLD	LEAF ASSOCIATES, LLC
(the "Subscriber").	-
1. AGREEMENT. Subject to the terms and conditions set forth in this Agreement, Subscriber engages Subscriber's fire protection system(s) and equipment, installed in the Premises specified in Section 3, in acceptance attached hereto and incorporated herein by this reference.	
2. TERM. The term of this Agreement shall begin on MARCH 21 2014, and end on market 2 terminated in accordance with Section 13 or renewed in accordance with Section 14.	9 2015 unless sooner

- 3. PREMISES. This Agreement applies to services to be rendered with respect to the fire protection system(s) installed at Subscriber's facility located at Cambridge Professional Center, 3510 Old Washington Road, LaPlata, MD 20602 (the "Premises").
- 4. FEES. As consideration for BFPE's promise of performance of the services, Subscriber agrees to pay BFPE the sum(s) shown on Attachment A, plus tax if applicable, which sum(s) shall be paid in full within fifteen (15) days after receipt of an invoice from BFPE. If the fee due to be paid by Subscriber is not paid when due, a service charge of one and one-half percent (1-1/2%) per month will be charged for each month or fraction thereof the fee is overdue. The fee paid by Subscriber does not include installation charges or the costs of either installation or service for telephone lines. So that BFPE may properly adjust its rates to meet changing service and maintenance costs, if the initial or extended term of this Agreement extends beyond one year after the initial date of this Agreement, BFPE may at any time increase its charges under this Agreement by giving thirty (30) days advance written notice of such increase to Subscriber. If Subscriber is unwilling to pay the increased charges, Subscriber may terminate this Agreement by providing written notice of termination to BFPE within thirty (30) days after the date on which BFPE provided the notice of its increase in charges, and any such termination shall be effective thirty (30) days after the date on which Subscriber provided its notice to BFPE. Subscriber's failure to provide BFPE with such notice during the prescribed time period shall constitute Subscriber's consent to the increase.

5. INSTALLATION. Not Applicable

- 6. SUBSCRIBER'S OPERATIONAL RESPONSIBILITIES. The Subscriber has purchased the fire protection system(s) and fire protection equipment installed at the Premises. It is the sole responsibility of Subscriber to ensure that any information supplied to BFPE concerning specifications, services, and notifications is proper and correct, and that Subscriber's fire protection system(s) is at all times properly engaged and operational. BFPE shall not be responsible for any error or omission of the Subscriber with respect to Subscriber's operational responsibilities. If the transmitting equipment installed at the Subscriber's Premises goes into a runaway condition "sending an excessive amount of signals to the central receiving station, tying up the receivers", it shall be the Subscriber's responsibility to allow BFPE on site to correct the problem or disconnect the transmitting equipment until the problem is rectified. The cost of the service call shall be the responsibility of the Subscriber as well as any additional cost charged to BFPE by the central receiving station at the going market rate, as a result of the runaway condition. Prior to BFPE performing any tests, the Subscriber must notify any alarm monitoring company, the local fire department, and all building occupants and tenants.
- 7. **EMERGENCY/ADDITIONAL INSPECTION:** Emergency or additional inspections requested by the Subscriber will be furnished at an extra charge and be subject to all terms and conditions of this agreement.
- 8. ADDITIONAL EQUIPMENT: In the event additional equipment is installed or the systems are modified after the date of this contract, the annual inspection charge shall be increased in accordance with BFPE's prevailing rates as of the first inspection of the additional equipment/modification.
- 9. WATER SUPPLY (applies to water-based fire protection systems only): Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the Subscriber. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside the water-based fire protection system(s) installed in your facility. Such testing and treatment can be provided pursuant to a separate written agreement.

10. TEST AND INSPECTION OF FIRE PROTECTION SYSTEM(S). The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected system(s) at the time of the inspection and/or testing. The inspection and testing provided under this agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. BFPE may choose to offer such services at an additional charge, but is not obligated under this agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this agreement are not intended to reveal design or installation flaws or code compliance violations.

All service charges and repair parts will be billed to Subscriber at BFPE's standard rates. BFPE is not responsible for the unavailability of any part. Service shall be performed between the hours of 8:00 a.m. and 5:00 p.m., excluding Saturdays, Sundays, and holidays. Emergency service calls will be billed to the Subscriber at BFPE's standard hourly rate then in effect, such rate is subject to change without notice. Any repairs shall be billed to Subscriber on a time and material basis at BFPE's standard rates then in effect. Subscriber shall provide BFPE with prompt and specific notice of any condition requiring service. Subscriber shall disclose to BFPE any material fact affecting the fire protection system(s) and/or fire protection equipment of which it is aware.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection system(s) and/or fire protection equipment installed in the Subscriber's facility. To the extent such are itemized, they were noticed while conducting an inspection and/or test of your fire protection system(s) or fire protection equipment with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. BFPE makes no guarantee or assurance that all defects or deficiencies have been itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services of fire protection system(s) and/or equipment as identified in "Attachment A" of this Agreement. In addition, the frequency of inspection and/or testing services are identified in "Attachment A" of this Agreement. BFPE's obligation under this Agreement relates solely to the fire protection system(s) and/or fire protection equipment identified in "Attachment A", and not to any other equipment or property which may affect the operation of the fire protection system(s).

Subscriber shall provide easy unobstructed access to the fire protection system(s) and/or fire protection equipment. BFPE is not required to move personal property, equipment, walls, and ceilings or like material which may impede access or limit visibility to fire protection system(s) devices. Areas that are concealed, locked, or areas where the Subscriber will not grant us access are excluded from inspection and/or testing.

BFPE does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of the Subscriber's particular location.

- 11. MONITORING OF ALARM SYSTEM. Upon receipt of a signal from the Premises, BFPE shall make all reasonable efforts to communicate notice of an "alarm" condition to the police department, fire department, other authorities, and/or to the person(s) whose name and telephone number Subscriber has designated in writing to be notified in in case of such an alarm. BFPE shall not be obligated to perform any monitoring services whenever any telephone, telephone equipment, or any other off-site reporting system(s) or equipment is not in working order.
- 12. PERMITS, LICENSES, FEES, AND ASSESSMENTS. Subscriber is solely responsible for obtaining any permits or licenses which may be required by any governmental agency or authority, or by any restrictive covenant contained in any deed or other agreement. Subscriber shall pay any and all permit or license fees, taxes, assessments, or other charges which may be imposed in connection with obtaining such permits or licenses or in connection with the performance of this Agreement, including any charges which may be imposed as a result of any false alarm.
- 13. CANCELLATION. BFPE may cancel this Agreement at any time, upon ten (10) days written notice to Subscriber. BFPE may cancel this Agreement without any prior written notice in the event that BFPE's facility, connection wires, or equipment are destroyed or substantially damaged by fire or other cause such that it is impractical to continue service, or in the event that for reasons beyond BFPE's control, proper signal wires or facilities are not available. In the event that BFPE's services are terminated pursuant to this Section, BFPE will be entitled to a pro-rata portion of the fee specified in Section 4 based upon the amount of time that services have been performed.
- 14. **RENEWAL.** This Agreement is binding and self-renewing and will remain in force for a period of one (1) year and thereafter from year to year unless cancelled by notice in writing from either party to the other at least thirty (30) days prior to the expiration of the current term of agreement.
- 15. WORK OF OTHERS. BFPE makes no warranty as to the quality of work performed by others or to the functionality and design intent of the originally installed/modified water-based fire protection system(s), fire pump(s), post indicating valves, fire hydrants, standpipes, hose valve connections, fire department connections, backflow preventors, air compressor(s), dry or wet chemical agent fire protection system(s), clean agent fire suppression system(s), halon fire suppression system(s), fire detection and alarm system(s), smoke evacuation system(s), intrusion detection system(s), card access system(s), CCTV system(s), portable fire extinguisher(s), emergency light(s), fire dampers, fire and smoke doors, and or/fire/smoke dampers. BFPE makes no warranties, express or implied, regarding the adequacy, performance, or condition of any fire protection system(s), fire protection equipment or notification equipment.
- 16. LIMITATIONS OF LIABILITY. Subscriber understands and agrees that BFPE is not an insurer. Subscriber realizes that despite the frequency of any inspection or test, there is always the possibility that a problem or defect may develop subsequently which would render the fire protection system(s) inoperable. BFPE shall not be responsible for any loss or damage caused by the failure of Subscriber's fire protection system(s) to operate properly where such failure was caused: (a) by a problem or defect which developed or manifested itself subsequent to an inspection or test by BFPE, or (b) by a problem or defect which could not be discovered by a reasonable inspection or test, or (c) by the failure of, or defect in, any equipment or property not covered by this Agreement or (d) by a problem or defect which BFPE was unable to fix because of the unavailability of any part; nor shall BFPE incur any liability for any delay in response or the non-response of police, fire, other authorities, or persons notified by BFPE. BFPE shall not be responsible for any loss sustained through fire, burglary, theft, robbery, or other cause, by virtue of this Agreement or by virtue of the relationship established by this Agreement. BFPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. BFPE's sole obligation is to provide those services specified in "Attachment A".

- 16. **LIMITATIONS OF LIABILITY** *continued*. In light of the difficulty of ascertaining damages and the non feasibility of otherwise obtaining an adequate remedy, if there shall at any time be or arise any liability of BFPE by virtue of this Agreement or by virtue of the relationship established by this Agreement, such liability is and shall be limited and fixed as liquidated damages to a sum equal to one-half (1/2) of the fee set forth in Section 4, but in no event more than One Thousand five hundred Dollars (\$1,500.00) as and for liquidated damages (and not as a penalty), and such liability shall be complete and exclusive. The amounts payable to the Subscriber hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the premises, Subscriber's property or the property of others located in a Subscriber's premises.
- 17. LIMITATION OF LIABILITY AND WARRANTY NO EXPRESS OR IMPLIED WARRANTIES. The Subscriber understands and agrees that BFPE HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF BFPE HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.
- 18. WAIVER OF SUBROGATION. BFPE is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole responsibility of the OWNER/SUBSCIBER. Subscriber agrees to rely exclusively on Subscriber's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property therein. Subscriber does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge BFPE from and against all damages covered by Subscriber's insurance, it being expressly agreed and understood that no insurance BFPE, insurer or other entity/individual will have any right of subrogation against BFPE. No individual, partnership, corporation or other entity, including Subscriber's insurance carrier, shall have any rights under this Agreement including, but not limited to, rights of subrogation.
- 19. INDEMNIFICATION BY THE SUBSCRIBER. Subscriber warrants to BFPE that the person executing this agreement of behalf of the Subscriber, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this agreement for and on behalf of the Owner or Owner's designee. The execution of this Agreement and the terms contained in this Agreement do not violate the provisions of any other agreement which the Subscriber may have made. In the event that any person not a party to this Agreement, including Subscriber's insurer, makes any claim or files any lawsuit against BFPE for any reason by virtue of this Agreement or by virtue of the relationship established by this Agreement, Subscriber agrees to indemnify, defend and hold BFPE harmless from any such claim or lawsuit, including the payment of all damages, expenses, costs, and attorneys' fees. This indemnification shall extend to all claims and lawsuits, whether based on strict or product liability, alleged negligence or intentional conduct of BFPE or BFPE's agents, servants, or employees.
- 20. WATER DAMAGE. BFPE will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc. Subscriber must provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and accepts liability for all water discharges.
- 21. SEVERABILITY. If any provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalid or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and rights and obligations of the BFPE and Subscriber shall be construed and enforced accordingly.
- 22. ATTICS. Attics are excluded from this agreement unless after BFPE's investigation and in its sole discretion the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in this Agreement. Further, only attics having appropriate permanently attached flooring and appropriate lighting will be considered for inclusion in this agreement. Assessment of the suitability of access, flooring, and lighting, is solely within the discretion of BFPE. Any attic deemed safe and accessible must be specifically listed in "Attachment A" of the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the Agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.
- 23. NFPA 25. Subscriber has reviewed and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences of failure to comply with the requirements therein. Subsciber shall comply with the requirements of NFPA 25. Subscriber is responsible for maintaining all fire protection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.
- 24.NOTICES. Any notice which may be required under this Agreement shall be deemed received when deposited in the United States mail with sufficient first class postage, and, if to BFPE, addressed to 7512 Connelley Drive, Hanover, Maryland 21076, and, if to Subscriber, sent to the Premises, or to such other address as Subscriber may subsequently designate in writing
- 25. MISCELLANEOUS. This Agreement cannot and shall not be assigned by Subscriber except upon the express written consent of BFPE. BFPE has the right to assign this Agreement and its rights and obligations thereunder without notice to Subscriber. This Agreement shall be governed by the laws of the State of Maryland. In the event that any of the provisions of this Agreement shall be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect. No failure or delay by BFPE in exercising any of its rights under this Agreement shall operate as a waiver of such right or at any other right it may have. The headings of the sections of this Agreement are for convenience only, and shall not be construed in any way to modify or limit any of the provisions of this Agreement. This Agreement contains the entire agreement and understanding of the parties, and cannot be modified except in writing signed by BFPE and Subscriber. If any dispute or controversy arises between the parties which requires litigation (or actions preliminary to litigation) to resolve, and BFPE is the prevailing party in such dispute or controversy, then Subscriber shall pay to BFPE, in addition all other damages, all court costs and litigation expenses, including attorneys' fees incurred by BFPE. This Agreement shall be effective when signed by BFPE and by Subscriber.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above. SUBSCRIBER: CAMBRIDGE PROFESSIONAL CENTER, LLC c/o GOLDLEAF ASSOCIATES, LLC BFPE INTERNATIONAL, INC. Ву: ___ Susan Skiles (SIGNATURE) PETCA MATHIESON, PRINCIPAL, GOLDLEAF

(PRINT NAME AND TITLE)

ASSOCIATES

CLC

Date March 21 2014 Susan Skiles, Sales Associate (PRINT NAME AND TITLE)

Attachments: Attachment A

Date_

March 7, 2014

ATTACHMENT A-1 of 2

This Attachment A is attached to and made a part of the Test and Inspection Agreement between BFPE and Subscriber dated MARCH 21 2014

Subscriber: Cambridge Professional Center, LLC c/o

Goldleaf Associates, LLC

6800 Deerpath Road

Elkridge, MD 21075

Address:

Premises:

3510 Old Washington Road

Cambridge Professional Center

LaPlata, MD 20646

Contact:

Address:

Pete Mathieson

Phone:

443-253-9007

e-mail:

petem@goldleafllc.com

Fax:

Annual test and inspection of the following Fire Alarm devices

1 FACP Control Panel

1 SK 5104B Digital Communicator

19 **Pull Stations**

34 Smoke Detectors

2 Flow Switches

9 Tamper Switches

ALL Audio/Visuals \$ 896.00 per Year

Quarterly test and inspection of (1) Wet Sprinkler System including tamper switches, flow switches, inspector's test and main drain test

\$ 160.00 per Quarter

\$ 640.00 per Year

Annual Central Station monitoring:

\$ 350.00 per Year plus tax

Subscriber must provide 120VAC power and two (2) telephone lines installed adjacent to the fire alarm control panel on Note:

standard telephone RJ31X jacks.

Reprogram existing Control Panel to Central Station for monitoring

\$ 250.00 (WAIVED)

Note:

Does not include assistance from vendor who installed panel, if necessary.

Annual tag and inspection of approx (12) Extinguishers:

\$ 3.00 per Tag (\$40 Minimum Billing) 30% Discount on Parts & Recharges

NOTE:

- Subscriber is responsible for the "as-built" drawings of the system (including any changes that have been made after the original system acceptance) and shall make these drawings available to the service provider.
- Fire Protection System(s) Inspection and Testing frequency is based upon Subscriber's request.
- Subscriber to provide safe access and locations to all devices.
- Subscriber to provide service provider with the name and telephone number of the company currently providing off-site (Central Station) system monitoring.
- Sprinkler flow switches and valve tamper switches to be tested with sprinkler systems(s) service, if provided.
- Inspections and Testing of fire protection system(s) is quoted based on the existing system(s), "as is," and per the Subscriber's request. Device counts are based upon information provided by the Subscriber. Additional devices may require an adjustment to the contract pricing.
- BFPE International takes no responsibility for flaws or deficiencies in the fire protection system(s) design.
- Subscriber must provide special access codes, system software (including any firmware updates), programming information, and safe access to devices.
- Proper drainage surrounding the sprinkler system external discharge outlets is the responsibility of the Subscriber. Subscriber is responsible for maintaining a heated enclosure (above 40 degrees F) in all areas that contain a sprinkler valve (this applies to wet pipe, dry pipe, pre-action, and deluge sprinkler valves).

ATTACHMENT A-2 of 2

- The contract pricing <u>DOES NOT</u> include fees to perform a five (5) year internal inspection of sprinkler system piping or pipe flushing. Should the subscriber require a five (5) year internal inspection Sprinkler System(s) piping or pipe flushing, **BFPE** International can provide this service for an additional fee.
- The contract pricing **DOES NOT** include recalibration or replacement of sprinkler system gauges. **BFPE International** can provide new gauges for an additional fee.
- The contract pricing <u>DOES NOT</u> include fees to perform a five (5) year internal inspection of Wet Pipe Sprinkler System(s) control or check valves. Should the subscriber require a five (5) year internal inspection of Wet Pipe Sprinkler System(s) control or check valves, **BFPE International** can provide this service for an additional fee.

ACCEPTED

SUBSCRIBER: CAMBRIDGE PROFESSION GOLDLEAF ASSOCIATES	•	E INTERNATIONAL, INC.
By: PMatterson (SIGNATURE)	By:	Susan Skiles (SIGNATURE)
PETER MATHIESON, PRO	INCIPAL DUDUEAF ASSOCIATES LLC	Susan Skiles, Sales Associate (PRINT NAME AND TITLE)
Date March 21 2014 (Susan 2014/Cambridge Professional Center/Fire. Spkr.	Date _	March 7, 2014

MAGNOLIA PLUMBING.

ATTACHMENT A-1 of 2

This Attachment A is attached to and made a part of the Test and Inspection Agreement between BFPE and Subscriber dated

Subscriber: Cambridge Professional Center, LLC c/o

Goldleaf Associates, LLC

6800 Deerpath Road

Elkridge, MD 21075

Pete Mathieson

petem@goldleafllc.com

e-mail:

Annual test and inspection of the following Fire Alarm devices

1 FACP Control Panel

1 SK 5104B Digital Communicator

19 **Pull Stations**

34 Smoke Detectors

BACK FLOW? -> LICENSED PLUMBER. -> ANNU GLEY. Flow Switches

9 Tamper Switches

Audio/Visuals ALL

\$ 896.00 per Year

Premises:

Address:

Phone:

Fax:

Cambridge Professional Center

3510 Old Washington Road

LaPlata, MD 20646

443-253-9007

DUCT DETECTORS? YOU.

BACK FLOW TEST? NO.

Quarterly test and inspection of (1) Wet Sprinkler System including tamper switches, flow switches, inspector's test and main drain test

\$ 160.00 per Quarter

\$ 640.00 per Year

Annual Central Station monitoring:

\$ 350.00 per Year plus tax

Subscriber must provide 120VAC power and two (2) telephone lines installed adjacent to the fire alarm control panel on Note:

standard telephone RJ31X jacks. VER 120 N ??

Reprogram existing Control Panel to Central Station for monitoring

\$ 250.00 (WAIVED)

Note: Does not include assistance from vendor who installed panel, if necessary.

Annual tag and inspection of approx (12) Extinguishers:

\$ 3.00 per Tag (\$40 Minimum Billing) 30% Discount on Parts & Recharges

NOTE:

Address:

Contact:

- Subscriber is responsible for the "as-built" drawings of the system (including any changes that have been made after the original system acceptance) and shall make these drawings available to the service provider.
- Fire Protection System(s) Inspection and Testing frequency is based upon Subscriber's request.
- Subscriber to provide safe access and locations to all devices.
- Subscriber to provide service provider with the name and telephone number of the company currently providing off-site (Central Station) system monitoring.
- Sprinkler flow switches and valve tamper switches to be tested with sprinkler systems(s) service, if provided.
- Inspections and Testing of fire protection system(s) is quoted based on the existing system(s), "as is," and per the Subscriber's request. Device counts are based upon information provided by the Subscriber. Additional devices may require an adjustment to the contract pricing.
- BFPE International takes no responsibility for flaws or deficiencies in the fire protection system(s) design.
- Subscriber must provide special access codes, system software (including any firmware updates), programming information, and safe access to devices.
- Proper drainage surrounding the sprinkler system external discharge outlets is the responsibility of the Subscriber. Subscriber is responsible for maintaining a heated enclosure (above 40 degrees F) in all areas that contain a sprinkler valve (this applies to wet pipe, dry pipe, pre-action, and deluge sprinkler valves).



BFPE International 7512 Connelley Drive Hanover, MD 21076

Phone 410-768-2200 Fax 410-590-7743 VA DCJS# 11-3420

Alarm Co. BFPE International Acco	ount Number	Date
Subscriber Name		Phone Number
Address		
Cross Street		
City	State	Zip Code
Emergency Contacts	Phone Numbe	<u>rs</u>
		Police Dept
		Fire Dept
		Medical
		Other
	<u> </u>	
		
Panel Type	Test Frequency	
Reporting Format		Default Being Used
Phone #s of alarm connections	Primary ()	Secondary ()

(FORMS\Contact.List)