



# RAPID FIRE PROTECTION, INC

8274 ALPINE AVENUE NW ♦ SPARTA, MI 49345 PH: 616-454-9800 FAX: 616-454-7771  
State Cert. #AS-0455 ♦ Contractor Lic. #71-09835 ♦ Fire Alarm Lic:#4200024  
Federal I.D. # 38-3039343

## CONTRACT TERMS & CONDITIONS

Customer Name: Cornerstone Companies

Address: 1450 E Farr Rd. Suite 2000

City, State, Zip Code: Norton Shores

MI

49444

This contract agreement has been entered into, to assure continuous maximum efficiency of the fire and safety equipment being installed and/or serviced. Rapid Fire Protection, Inc. agrees to perform the services in compliance with the NFPA, state and local codes. Any issues of non-compliance with code will be brought to the Customer's attention. If another individual, or service company performs work on the equipment, Rapid Fire Protection, Inc., will assume no liability.

**INTENT OF INSPECTION:** Any system inspection/testing by Rapid Fire Protection, Inc. is not intended to be a code review, complete system or code compliance evaluation. It is understood by the Customer that any recharging, parts, repair(s), and/or periodic maintenance of the fire equipment is not included as part of the inspection fee.

**CUSTOMER RESPONSIBILITIES:** The Customer shall be responsible for maintaining adequate heat throughout the facility to prevent freezing or damage to the existing fire system. The Customer understands and expressly acknowledges that fire protection systems are susceptible to damage by water intrusion, ice, failure of electrical power or other conditions inside the piping that Rapid Fire Protection, Inc. cannot detect upon inspection. In the event that water, ice, or other conditions occur which render the fire protection system inoperable or damaged, Rapid Fire Protection, Inc. expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. The Customer acknowledges this warning, and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the Customer to maintain its fire protection system, including but not limited to ensuring proper drainage. Failure to properly maintain or drain such systems may lead to breaks or other conditions that may render the fire protection system inoperable and may result in injury, damage to property and loss of use.

**INTEGRATION:** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

**SEVERABILITY:** If any provision of this contract agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this contract agreement shall remain operative and binding on the Parties. This contract agreement will remain valid until it is canceled by either party with a 30-day written notice.

**AMENDMENTS AND WAIVERS:** No provision(s) of this Contract may be modified or waived except by written agreement signed by a representative of Rapid Fire Protection, Inc. and the Customer.

**WARRANTY DISCLAIMER:** Except as provided in any specific warranty paragraphs, Rapid Fire Protection, Inc. makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose. This contract is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. The Customer agrees that it has not retained Rapid Fire Protection, Inc. to make these assessments.

**PAYMENT TERMS:** Net 10 days. Past due accounts are subject to a \$1.00 rebilling charge, plus 1.5% interest per month, with an annual rate of 18% on the unpaid balance. If the Customer should default in the timely payment of the invoice, and Rapid Fire Protection, Inc. should employ an attorney to enforce its rights hereunder, the Customer shall reimburse Rapid Fire Protection, Inc. for all of its costs, expenses, and attorney's fees incurred. The Customer agrees that any action to enforce payment hereunder may be instituted in Kent County, Michigan, and the Customer waives any objection regarding jurisdiction or venue relating thereto.

**LIMITATION OF LIABILITY:** The Customer acknowledges that Rapid Fire Protection, Inc. is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the premises. Rapid Fire Protection, Inc.'s total liability to Customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed \$250.00. Notwithstanding the foregoing sentence, under no circumstances shall Rapid Fire Protection, Inc. be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature. If Rapid Fire Protection, Inc. is found liable for any loss or damage due to its gross negligence, Rapid Fire Protection, Inc.'s liability shall not exceed \$7,500.00.

**DELAYS IN PERFORMANCE:** Rapid Fire Protection, Inc. shall not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of Environmental agencies, accidents, shortages of necessary materials and supplies or any other causes beyond its control.

**OWNERSHIP OF EQUIPMENT:** Rapid Fire Protection, Inc. retains ownership of all equipment installed pursuant (in accordance with) to this Contract until the contract price and any interest and/or expense owed to Rapid Fire Protection, Inc. is paid in full. Rapid Fire Protection, Inc. has the right to file the necessary documents with the appropriate State to give notice of its ownership.

**WAIVER OF SUBROGATION:** In case of any claim or loss, the Customer agrees that it is responsible to maintain and has sufficient insurance coverage to cover any potential claim or loss. The Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. The Customer and Rapid Fire Protection, Inc. mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where Rapid Fire Protection, Inc. performs services and/or provides materials for the Customer. For purposes of this Section, all deductibles shall be considered insured losses. The Parties mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

**INDEMNIFICATION:** The Customer agrees to indemnify, hold harmless, defend, and release Rapid Fire Protection, Inc. from liability and shall reimburse Rapid Fire Protection, Inc. for any liabilities, damages, losses or expenses (including but not limited to reasonable attorneys' fees, expert fees, costs and litigation costs), injuries, claims, suits, judgments, and causes of action incurred by Rapid Fire Protection, Inc. in connection with any claims, suits, judgments and causes of action which relate to the products or services Rapid Fire Protection, Inc. provides. This indemnity includes claims brought by any third party, including, without limitation, the Customer's insurance company, whether the claim arises under contract, warranty, tort, or any other theory of liability.

**CONTRACTUAL LIMITATION PERIOD:** The Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of Rapid Fire Protection, Inc.'s services and/ or materials provided to the Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. The Customer expressly waives any statutory and/or common law limitation period to the contrary.

**LAW AND JURISDICTION:** This Agreement will be governed by, construed, and enforced in accordance with the laws of the appropriate state applicable to agreements made and to be performed entirely within such state, without regard to such state's conflict of laws rules. Rapid Fire Protection, Inc. and the Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Kent County, Michigan, and the courts to which an appeal therefrom may be taken, provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order or arbitral award. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. The Parties agree that either or both may file a copy of this Section with any court as written evidence of the knowing, voluntary and bargained Agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum. Legal process in any proceeding may be served on any Party anywhere in the world.

**STATUTORY RIGHTS:** Nothing contained in this Contract shall be construed as a waiver or modification of Rapid Fire Protection, Inc.'s statutory rights including construction lien rights, which Rapid Fire Protection, Inc. will exercise if payment by the Customer is not made pursuant to the terms of this Contract.

**EXPENSES:** If Rapid Fire Protection, Inc. takes action to collect the amount due under this Contract, the Customer shall reimburse Rapid Fire Protection, Inc. for the expenses incurred in protecting and enforcing its right under this Contract, which includes fees and expenses including attorney fees and costs incurred in enforcing its rights hereunder and/or taking possession of Equipment. Rapid Fire Protection, Inc. may apply any proceeds of collection or disposition of the Equipment to its reasonable attorney fees, legal expenses, and other expenses.

**CHOICE OF LAW:** The Customer agrees and acknowledges that this Contract is fully executed and performed within the appropriate state and is to be governed and construed pursuant to Michigan Law – Kent County venue. The Customer hereby agrees to waive any objection to the venue of any action brought to collect amounts due and owing by the Customer and also irrevocably waives its Rights to Trial by jury in any lawsuit proceeding or counter-claim involving this Contract.

By signing below, the undersigned hires Rapid Fire Protection, Inc. to perform the work referenced on the Contract and agrees to the terms in this Contract. The Customer warrants that he/she has read, understands, and agrees to be bound by these conditions and the person signing below on behalf of the Customer is authorized to sign on the Customer's behalf.

**Customer Signature:** \_\_\_\_\_ Date: 4/3/2024

Customer Name (printed): na

Rapid Fire Protection, Inc.: Lloyd Date: 4/3/2024

