DocuSign Envelope ID: 9820D62C-C49F-4984-9708-42BB694BED73

Gulftech Fire & Security

3120 N. Davis Highway
Pensacola, FL 32503
(850) 505-7900
(850) 492-7899 Fax
Fla. EF20000513 Ala.870 Ala.A-0624

AGREEMENT MADE THIS 7th Day, of June 2023, by and between **Gulftech Fire & Security** hereinafter called GF&S, and Sandy Key Condominium Tower 2 hereinafter called the Client located at 13575 Sandy Key Dr. Pensacola, FL 32507 County Escambia.

Monitoring service to be performed for the sum of $**60** **per month, plus tax,** which will include monitoring at the above location. Monitoring to be for a period of **36 months**, after which time monitoring will remain in effect unless canceled on 30 days' notice by either party. Upon non-payment of any sum due under this agreement or any other failure of Client to comply with the terms of this agreement, Client will pay all expenses including a reasonable attorney's fee, incurred by GF&S, because of failure to comply with any of the terms of this agreement.

1. WAIVER OF LIABILITY: It is understood and agreed by and between the parties hereto that GF&S is not an insurer. Insurance, if any, protecting persons and property upon the Clients premises or otherwise related to the business or non-business affairs of the Client, as well as any insurance protecting the Client itself, will be obtained by the Client. Charges are based solely upon the value of the services provided for and are unrelated to the value of the Client's property or the property of others located on Client's premises. The amounts payable by the Client are not sufficient to warrant GF&S assuming any risk of consequential or other damages to the Client due to GF&S or GF&S agents' or employees' negligence, gross negligence, or intentional conduct, or failure to perform, including, but not limited to loss or damage which may be occasioned by or be caused by the improper working of any equipment or connecting circuit, or by or because of the failure of any depressant, fire extinguishing, or other system which may fail to act as anticipated. The Client does not desire this contract to provide for the liability of GF&S and Client agrees that GF&S shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom, which the service of GF&S are designed to detect or avert, whether such occurrence or consequences stem from the negligence, gross negligence, or intentional conduct of GF&S, or otherwise.

2. LIMITATION ON LIABILITY: From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure on the part of GF&S to perform any of its obligations herein, or the failure of the system to properly operate with a resulting loss to the Client. If GF&S should be found liable for the loss or damage due to a failure on the part of GF&S or its system, in any respect, including negligence, gross negligence, or intentional conduct on the part of GF&S or any agent or employee of GF&S, GF&S'S liability shall be limited to the refund to Client, of an amount equal to the aggregate of six (6) months monitoring service, if any is herein provided for, or to the sum of $500.00, whichever sum shall be less, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract or from negligence, gross negligence, or intentional conduct, active or otherwise, of GF&S, its agents or employees.

3. EXCLUSION OF WARRANTIES: GF&S REPRESENTS THAT THE SYSTEM INSTALLED PURSUANT TO THE TERMS OF THIS AGREEMENT IS ONLY A DETERRENT AND DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR OTHERWISE FAIL TO PERFORM: THAT THE SYSTEM WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE: OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES THAT GF&S IS NOT AN INSURER AND THAT CLIENT ASSUMES ALL RISK FOR LOSS OR DAMAGE TO IT PREMISES OR TO THE CONTENTS OF SAID PREMISES OR PERSONS.

THEREON: THAT GF&S HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS CLIENT RELIED ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN, AND CLIENT ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THIS AGREEMENT WHICH SETS FORTH GF&S'S OBLIGATION AND MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT.

Date: 7/19/2023 Initials DS TSJ

DocuSign Envelope ID: 9820D62C-C49F-4984-9708-42BB694BED73

4. EXCLUSION OF WARRANTIES (UNIFORM COMMERCIAL CODE): IT IS HEREBY AGREED THAT THERE ARE NO WARRANTIES PERTAINING TO ANY ALARM SYSTEM OR ANY PART OF ANY ALARM SYSTEM, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. FURTHERMORE, ANY IMPLIED WARRANTY OF MERCHANTABILITY IS EXPRESSLY EXCLUDED HEREUNDER. ALL ALARM SYSTEMS AND ALL PARTS THEREOF ARE PURCHASED BY OR PROVIDED TO THE CLIENT "AS IS". FURTHERMORE, ALL REMEDIES OTHERWISE PROVIDED BY LAW ARE HEREBY MODIFIED AND OR LIMITED PURSUANT TO FLORIDA STATUTES SECTION 672.316(4) AND 672.719 AS PROVIDED IN PARAGRAPHS 1 AND 2 ABOVE, AND THE REMEDIES PROVIDED UNDER THIS CONTRACT ARE EXPRESSLY AGREED TO BE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. UNDER NO CIRCUMSTANCES SHALL GF&S BE HELD LIABLE FOR CONSEQUENTIAL DAMAGES AS DEFINED BY THE UNIFORM COMMERCIAL CODE.

5. INDEMNIFICATION: The Client does hereby for himself and any parties claiming under him, agree to indemnify and hold harmless GF&S from any and all damages whatsoever claimed by third parties and arising under or stemming from any goods, services, or equipment provided to client by GF&S pursuant to this agreement or otherwise including all attorney's fees and costs. Client further agrees to indemnify and hold harmless GF&S according to the provisions of this paragraph regardless of whether or not GF&S may be liable or jointly liable with either the Client, a third party, or a combination of the two, and regardless of whether GF&S is alleged or proven grossly negligent. The agreement of Client to indemnify and hold harmless GF&S under this paragraph shall not be limited in any way by the limits or extent of coverage of liability insurance carried by Client. THE CLIENT HAS READ THIS PROVISION AND UNDERSTANDS THAT GF&S WILL DEMAND INDEMNIFICATION PURSUANT TO THE PROVISIONS OF THIS PARAGRAPH EVEN IN CASES WHERE IT IS ALLEGED THAT THE SOLE NEGLIGENCE OF GF&S WAS THE CAUSE OF THE DAMAGES ALLEGED, OR THAT GF&S WAS OTHERWISE SOLELY OR JOINTLY LIABLE FOR SAID DAMAGES.

6. PERSONNEL: The Client acknowledges and agrees that GF&S may, in its sole discretion, utilize personnel from other firms or companies to perform the monitoring functions agreed to herein. In such a case, the firm or company providing such personnel shall have all rights and benefits of the provisions of this contract as if a party hereto.

7. SOLE OBLIGATION: The client acknowledges and agrees that GF&S'S obligation hereunder relates solely to the monitoring of the specified systems and is in no way obligated to insure the operation of the system or to maintain or service the Client's property or the property of others to which the system is connected.

8. WAIVER OF SUBROGATION AND GENERAL RELEASE: The Client does hereby for himself and any parties claiming under him, release and discharge GF&S from all hazards covered by Client's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against GF&S.

9. BATTERIES: It is the responsibility of the Client to test all batteries in equipment a minimum of every six months. Replacement batteries at Client's expense.

10. WAIVER OF JURY TRIAL: Client agrees, by entering into this contract, to waive any right of jury trial pertaining to any claim or legal action of any nature whatsoever arising under this agreement or the services, equipment or goods provided by GF&S hereunder.

GF&S IS NOT RESPONSIBLE FOR EQUIPMENT FAILURE OR FALSE ALARMS. FAILURE TO MAKE TIMELY PAYMENTS CAN RESULT IN IMMEDIATE CANCELLATION OF SERVICE.

For: Gulftech Fire & Security
3120 N. Davis Highway
Pensacola, Florida 32503

Accepted by: DocuSigned by: Theodore Johnson 4216142468E348D... CAM/ByDir

Print Name: Theodore Johnson Date: 7/19/2023

Initials: DS TSJ