

Rochester Fire Protection Co. LLC

64 Marshall St, Rochester, NY 14607

SERVICE AGREEMENT

THIS AGREEMENT, made on the 1st Day of January 2026 by and between Rochester Fire Protection CO. LLC

["Company"] and Town of Mendon ["Customer"] located at 22 North Main Street, Honeoye Falls NY.

Services will be provided at the following location(s):

Town of Mendon Public Library
22 North Main Street
Honeoye Falls, NY 14472

Billing Address:

Town of Mendon
16 West Main Street
Honeoye Falls, NY 14472

Service Dates: 1/1/26 – 1/1/27

Type of Service:

Quarterly sprinkler test and inspection – February, May, August, November

Rochester Fire Protection Co. LLC Will Provide the Following Test and Inspections per schedule above:

- Quarterly testing of the one (1) wet fire riser, ensuring all flow switches and any tamper devices report to alarm panel. Provide "Customer" with NFPA 25 fire sprinkler inspection reports.
- Annual testing of three (3) backflow prevention devices required by NYS Department of Health. "Company" is responsible to submit copies of reports to MCWA and "Customer".

Total price for above services:

Quarterly Inspection of the Sprinkler System (2,5,8,11) - \$200.00/Qtr
Annual Inspection of the backflow prevention devices (5) – \$260.00

Annual Total: \$1,060.00 plus all applicable taxes

Notes:

- All pricing and frequency of test/inspections were determined using existing site information and the costs are based on this information. If the total devices from any site change, then cost will change accordingly.
- Payment for services required within thirty (30) days of receipt of invoice.

Customer Initials

Rochester Fire Protection Co LLC Initials

Terms and Conditions:

Rochester Fire Protection Co LLC (Company) agrees to provide, and the customer agrees to purchase the services indicated above and to the terms and conditions stated below. Any revisions to this agreement must be written and signed by Rochester Fire Protection Co, LLC.

1. **Term:** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
2. **Payment:** Payments shall be invoiced and due upon receipt. Work performed on a time and material basis shall be at the then-prevailing company rate for material, labor and related items, in effect at the time supplied under this agreement.
3. **Pricing:** The pricing set forth in this Agreement is based on the number of devices installed and services to be performed as set forth in this Agreement. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs.
4. **Code Compliance:** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that the Company is not an insurer and that insurance coverage, if any, shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no Guaranty or Warranty, Express or Implied, including without limitation Warranties of Merchantability or Fitness for particular purpose. No promise not contained herein or affirmation of fact made by any employee, agent or representative of Company shall constitute a Warranty by Company or give rise to any liability or obligation. Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof. Which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for services performed on site at Customer's premises shall be limited to an amount equal to the agreement price (as increased by the price for any additional work). If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold company as an insurer.. Customer shall hold Rochester Fire Protection Co LLC or it's Sub-Contractors harmless from any and all third party claims for personal injury, death, or property damage arising from Customer's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Rochester Fire Protection Co, LLC. be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including but not limited to loss of the use of the Customer's property, lost profits or lost production, whether claimed by the Customer or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The limitations of liability set forth in this Agreement shall inure to the benefit of all affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**
6. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of customer or Company relating in any way to this agreement, including but not limited to the service under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise.
7. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the system or the performance of our services regardless of the reason, or for any resulting consequences.
8. **Reports:** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and where applicable, Company may submit a copy thereof to the local Authority Having Jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at time of inspection. **FINAL RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE COVERED SYSTEM(S) AND EQUIPMENT AND COMPONENTS LIES WITH CUSTOMERS**
9. **Monitoring Services.** If Customer has selected Monitoring services, the Customer understands and agrees that the Company is an Agent for General Security, Inc. and TERMS and CONDITIONS for this Monitoring Service are on the Alarm Monitoring Service Agreement
10. **Limited Warranty.** **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF FURNISHING.** Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party.
11. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this agreement without obtaining Customer's consent
12. **Entire Agreement.** The parties intend this agreement, together with any other attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their agreement and the terms and conditions thereof. This agreement supersedes all prior representations, understandings, or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the services. No waiver, change, or modification of any terms or conditions of this agreement shall be binding on the Company unless made in writing and signed by an Authorized Representative of Company.
13. **Customer Responsibilities.** Customer shall provide Company clear access to covered system(s) to be serviced including, if applicable, lift trucks, or other equipment needed to reach inaccessible equipment, and peripheral devices. Customer shall promptly notify Company on any malfunctions to system(s). Customer is responsible for all patching, painting, and suitable electrical service. In the event of a system(s) failure, Customer is responsible for an alternate system, or personnel during the time required for Company to repair system.

Customer Signature _____

Company (Rochester Fire Protection Co, LLC). Representative Signature _____

Rochester Fire Protection Co. LLC

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Honeoye Falls, NY 14472

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- Quarterly testing of the one (1) wet fire riser, ensuring all flow switches and any tamper devices report to alarm panel. Provide "Customer" with NFPA 25 fire sprinkler inspection reports.

Total price for above services:

Quarterly Inspection of the Sprinkler System (2,5,8,11) - \$125.00/Qtr

Annual Total: \$500.00 plus all applicable taxes

Notes:

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- 4. Code Compliance:** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
- 5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by the Customer that the Company is not an insurer and that insurance coverage, if any, shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this agreement are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no Guaranty or Warranty, Express or Implied, including without limitation Warranties of Merchantability or Fitness for particular purpose. No promise not contained herein or affirmation of fact made by any employee, agent or representative of Company shall constitute a Warranty by Company or give rise to any liability or obligation. Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom. Which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for services performed on site at Customer's premises shall be limited to an amount equal to the agreement price (as increased by the price for any additional work). If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold company as an insurer.. Customer shall hold Rochester Fire Protection Co LLC or it's Sub-Contractors harmless from any and all third party claims for personal injury, death, or property damage arising from Customer's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Rochester Fire Protection Co, LLC. be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including but not limited to loss of the use of the Customer's property, lost profits or lost production, whether claimed by the Customer or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The limitations of liability set forth in this Agreement shall inure to the benefit of all affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**
- 6. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of customer or Company relating in any way to this agreement, including but not limited to the service under this agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise.
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