PROJECT DETAILS

Pleasant Valley High School Fire Extinguisher Deficiencies

Proposal: 27002-1-0

Customer Name: **Pleasant Valley School District**
Contact Name:

Project Location: **Pleasant Valley High School**

Scope of Work

Thank you for allowing BSGI to quote our services. Please contact our office with any questions. To accept our proposal and initiate scheduling of work detailed herein, please sign, date and return to ssteffy@bsgi.com

Work to be performed during normal BSGI working hours, 7:30am - 4:00pm, Monday through Friday, excluding recognized holidays.

Work performed to be in accordance with NFPA and manufacturers specs. Terms: Net 30 Days upon Credit Approval, 1.5% added monthly.

The following items were found to be deficient during your latest inspection and are a requirement to stay code compliant.

Five outdated 10lb extinguishers from the annual inspection will be replaced.

Estimate

QTY	Description
5	10 lb ABC Fire Extinguisher w/ Wall Hook

Financial Summary

Total Proposal Amount, Excluding Taxes	**$632.35**
Estimated Applicable Taxes	**$0.00**
Total Proposal Amount, Including Taxes	**$632.35**

***Price Valid for 30 Days ***

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BSGI offers systems under the terms and conditions of PA COSTARS (Cooperative Purchasing Program) contracts:

Security, Surveillance, & Fire Maintenance ITQ # 4400032957 (New effective 6/1/26)
Theater Furniture, Fixtures, Audio/Visual Equipment #034-E22-133
Security, Surveillance & Fire Alarm Systems and Services #040-E22-129

Berkshire Systems Group Federal EIN #232218930 SAP #125369 DGS Contractor #4400000185

PROJECT ACCEPTANCE:

Berkshire Systems Group, Inc. **Pleasant Valley School District**

Stephen Steffy

Signature Date

PO#

TERMS & CONDITIONS

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1. LIMITATION OF COMPANY'S LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IFCOMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, ANY DEGREE OF NEGLIGENCE OF COMPANY IF PERMITTED BY APPLICABLE LAW, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SYSTEM, OR ANY SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE SUM OF TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), AND THIS LIABILITY SHALL BE EXCLUSIVE. COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY CUSTOMER AND COMPANY IN WRITING. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; DAMAGED OR DESTROYED PROPERTY, OR LOSS OF USE OF PROPERTY; GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES, PAIN AND SUFFERING AND DEATH; LOSS OF WAGES AND EARNING CAPACITY; CROSS-CLAIMS AND CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. THROUGHOUT THIS AGREEMENT, THE COMPANY INCLUDES ITS EMPLOYEES, SUBCONTRACTORS (INCLUDING THE MONITORING SUBCONTRACTOR). NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN A MANNER WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

2. INSURANCE WAIVER OF SUBROGATION. Customer understands that the COMPANY IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer believes is necessary. The payments Customer makes under this Agreement are not related to the value of the Premises or Customer's possessions, but based on the cost of the System and Company's services only. To the fullest extent permitted by applicable law, Customer and Customer's insurance company release Company from any liability for any loss, event or condition covered by Customer's insurance. THIS IS A WAIVER OF SUBROGATION PROVISION.

3. LIMITED WARRANTY. (Does Not Apply to Take Over)

(a) For 12 months from the date of this Agreement and for New Sales only, Company warrants that if any part of the System actually sold and installed by Company does not work because of a defect or because of ordinary wear and tear, Company will repair or replace that part at no charge to Customer. The Limited Warranty does not cover batteries, nor does it apply if the System has been damaged by Customer, accidents, power surges, misuse, vandalism, lack of proper maintenance, or unauthorized changes or acts of God (such as fires, earthquakes, floods, tornadoes, etc.).

(b) This Limited Warranty is the only warranty Company makes, is made only if Company installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

(c) Company will only provide Limited Warranty service if Customer notifies Company of a problem or need of service. Once notified, Company will service the System as soon as it reasonably can during normal business hours (9:00 a.m. to 5:00 p.m.), excluding Saturday, Sunday and Holidays. Company makes no promise that there will be no interruption of services after a service request has been made and before service is complete.

4. CUSTOMER'S PROTECTION OF COMPANY. THIS AGREEMENT IS INTENDED ONLY FOR CUSTOMER'S BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL PROTECT, INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS COMPANY FROM ALL LIABILITY AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING PAYMENT OF COMPANY'S ATTORNEYS' FEES AND COSTS) BROUGHT AGAINST COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THE SYSTEM, BUT (a) ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTY, AND (b) FROM THE COMPANY'S OWN NEGLIGENCE, BUT ONLY IF PERMITTED BY APPLICABLE LAW. NOTHING CONTAINED HEREIN, INCLUDING (b) ABOVE, SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE.

5. CUSTOMER'S AGREEMENTS. Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. It is the sole responsibility of Customer to test the operation of the system Central Station Monitoring at least weekly, and immediately notify Company of any problem or need of any service. To the extent the applicable Township requires a construction, electrical or any other permit for any of the installation or other services contracted-for under this Agreement, Customer authorizes Company to apply for said permits as its agent. Customer understands that the System is designed to reduce, but not eliminate, certain risks. Company does not guaranty that the System will prevent personal injury, property damages, or unauthorized entrances into the Premise.

Customer understands and agrees that any subcontractor retained by Company to provide any of the services under this Agreement (including the Monitoring Subcontractor), are independent contractors and independent operating companies. There is no partnership, joint venture, employer/employee, master/servant, or other similar relationship between them.

Customer agrees to pay Company its charges on a per-call time and materials basis for (i) any service to the System not covered by any Warranty service or otherwise requested on an emergency basis; and (ii) time spent by Company, waiting at the Premises for the local authority having jurisdiction or applicable Township inspector to inspect and/or approve any installation of other services contracted for under this Agreement. All of Customer's duties and obligations under this Agreement continue even if the Customer sells or leaves the Premises. Customer agrees to register the System, if required by the local county, township or municipality.

6. REMEDIES. If Customer fails to perform its obligations under this Agreement, Company will give Customer written notice of default. If Customer does not cure the default in full within 10 days of the date of the notice, Company may terminate this Agreement and Customer must pay Company, to the fullest extent permitted by applicable law: (a) all amounts then due; (b) 50% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) Company's reasonable collection costs, including attorney's fees and costs. If this Agreement is terminated, Company will not provide any other services, including Monitoring Services, after that date. If Company waives any default, Company is not waiving other defaults. Any waiver by Company must be in writing. Company reserves the right to terminate the Monitoring, with no further obligation to Customer, upon 14 days advance written notice to Customer in the event of (i) excessive runaway and/or false signals, or (ii) non-monetary material breaches of this Agreement, or the reasonable policies and procedures of the Monitoring Subcontractor. Any default by the Customer under this Agreement is a cross-default under any and all other agreements between the Customer and Company, and the Company has all of the rights and remedies available to it under any other such agreement.

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7. LATE CHARGES/PRICE INCREASES. All invoices from Company are due within 30 days of receipt, unless otherwise stated in writing. If Customer is more than 15 days late with payment, Company can charge Customer interest of 1.5% per month (18% per annum), or the maximum amount permitted by applicable law.

8. ASSIGNMENTS/SUBCONTRACTORS. Customer cannot transfer or assign this Agreement without Company's prior written consent. COMPANY MAY SUBCONTRACT THIS AGREEMENT (IN WHOLE OR IN PART) AND, IF COMPANY DOES SO, THE SUBCONTRACTOR WILL HAVE THE RIGHT TO ENFORCE, AND RECEIVE THE BENEFIT OF, ALL TERMS & PROVISIONS OF THS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE LIMITATION OF COMPANY'S LIABILITY, CUSTOMER'S PROTECTION OF COMPANY, AND WAIVER OF SUBROGATION. COMPANY MAY ASSIGN OR SELL THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATIONS ON LAWSUITS; JURY TRIAL. Customer must bring any lawsuit against Company within 1 year after the act, omission or event occurred upon which the lawsuit is based. If Customer does not, Customer has no right to sue Company. Time is of the essence. The discovery rule shall not apply to toll this one (1) year limitation period. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER BOTH GIVE UP THE RIGHT TO A JURY TRIAL.

10. FALSE ALARM CHARGES. In the event a fine, penalty or fee is assessed against Customer or Company by any governmental or municipal authority, department or agency as a result of any false or other alarm condition, Customer agrees to be solely responsible for payment, and shall reimburse the Company for any related fines, penalty or fees it pays.

11. MISCELLANEOUS. This Agreement contains the entire understanding between Customer and Company relating to the subject matter hereof, and replaces any earlier discussions or agreements. This Agreement cannot be changed except by a writing signed by Customer and Company. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The law of the State where the Premises is located governs this Agreement. The terms and conditions of this Agreement shall prevail over any other terms and conditions of any order form, proposal, purchase order, or other agreement submitted by Customer, even if signed by Company. EXCEPT FOR SUBCONTRACTORS AND ASSIGNEES UNDER SECTION 9 ABOVE, THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Any repair, service or equipment which Company provides to Customer in the future is subject to the terms of this Agreement, including the Limitation of Liability, Customer's Protection of Company, and Waiver of Subrogation, unless otherwise expressly stated in another written agreement. This Agreement is not binding on the Company until the earlier of: (i) Company signs this Agreement; or (ii) services are commenced under this Agreement.

CUSTOMER INITIALS _____

* I HAVE READ AND AGREE TO THE GENERAL TERMS