

**Alarm & Communication
Technologies Inc**

Phone: 973-659-3473 (Fire)
25 Ross Street, PO Box 596
Wharton, NJ 07885



Quote

No.: **17483**

Date: 4/22/2025

Prepared for:
Amanda Weaver (973) 827-7570
Hamburg BOE: Hamburg Public School
30 Linwood Avenue
Hamburg, NJ 07419 USA

Prepared by: Muskan Modi
Account No.: 11038
Phone: (973) 827-7570

Quantity	Item ID	Description	UOM	Sell	Total
1.00	Fire Alarm Inspection	Fire Alarm Inspection	HR	\$4,620.17	\$4,620.17
1.00	Monitoring Cellular Service	Annual monitoring service (Cellular)	EA	\$948.00	\$948.00

Your Price: **\$5,568.17**

Total: **\$5,568.17**

Price Valid for 30 Days

Terms: Net 60

Prepared by: Muskan Modi, MuskanM@njact.com

Date: 4/22/2025

Alarm & Communication Technologies, Inc. ("ACT") will provide 1 annual test and inspection of the fire alarm system. During our test and inspection, ACT will functionally test the control equipment and electronically test and inspect control interface equipment for proper operation. Field equipment will be visually and functionally tested and inspected according to code. Unless otherwise noted, all inspections will be completed during normal business hours: Monday-Friday, 7:00AM-3:00PM, first shift. Unfettered access to all areas of listed building(s) shall be made available during the inspection.

Fire Alarm - Preventative Maintenance

In accordance with NFPA 72, all accessible devices shall be tested. The devices to be tested are as follows: smoke detectors, CO detectors, heat detectors, duct detectors, beam detectors, pull stations, remote annunciators, interface modules, door closures, batteries, signals, and central station communications.

Hourly Rates

Monday-Friday, 7:00AM-3:00PM: \$152.15 per hour (2-hour min.)

Monday-Friday, 3:00PM-11:00PM: \$228.22 per hour (4-hour min.)

Emergency afterhours, weekends, and holidays: \$304.30 per hour (4-hour min.)

Travel charges: \$152.15 per hour + \$0.585 per mile

Monitoring Accounts:

D871576 (Fire)

Contract Terms: 7/1/2025 - 6/30/2026

Accepted by: _____

Date: _____

Disclaimer

A. Termination:

11-00-261-240

HH. Credit Card Payments. There will be a 3% charge added to the invoice for credit card charges of \$500.00 or more.

I. Care of Premises. ACT will reasonably protect the work, materials and property from damage or loss caused by ACT. ACT will also take proper precautions for the safety of the public while performing its work and services. The property will be kept free of waste, rubbish and surplus materials caused by ACT. ACT will leave the area of the property where its work or services was performed in "broom clean" condition upon completion of all work and services.

J. Notices. All notices under this Agreement must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Agreement.

K. Parties. Both ACT and the Customer are bound by this Agreement, along with their respective successors, assigns, heirs and executors.

L. Governing Law. This Agreement is made in the State of New Jersey and shall be governed by New Jersey law.

M. Venue and Jurisdiction. Morris County, New Jersey shall be the sole and exclusive venue for any litigation arising from, or relating to, this Agreement and the Customer hereby consents to such venue, and the personal jurisdiction of Morris County, New Jersey.

N. Assignment. This Agreement may not be assigned or delegated by the Customer without the prior written consent of ACT. ACT may assign or otherwise transfer this Agreement for any reason without the consent of Customer.

O. Limited Warranty. If this Agreement includes the sale of any intrusion alarm system, fire alarm system, MNEC, Intercom, clock, CCTV system, access control system, or other electronic security system (the "System"), any part of the System, including the wiring, sold and installed under this Agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at ACT'S option with a new or functionally operative part of similar kind and quality. Labor and material required to repair or replace such defective components will be free of charge for a period of one (1) year following the completion of the original installation. The installation shall be considered complete when seventy-five (75%) of any installed System or component becomes operational. This Warranty does not apply to the conditions listed below and, in the event Customer calls ACT for service under the Warranty and upon inspection by ACT'S representative it is found that one of these conditions has, in whole or in part, led to the inoperability of the System, a charge will be made for the service call of ACT based on its then prevailing rates, which the Customer agrees to pay. Should ACT actually make repairs to the System necessitated by a condition not covered by Warranty, a service charge will be made for such work at ACT's then prevailing rates for labor and materials, which the Customer agrees to pay. Service will be furnished by ACT during its normal working hours, 8:00 A.M. to 4:30P.M., Monday through Friday, except holidays.

Conditions not covered by Warranty: A) Damage resulting from accidents, acts of God, alteration of any kind without the prior written consent of ACT, misuse, tampering or abuse. B) Failure of the Customer to properly follow operating instructions provided by ACT at time of installation or at a later date. C) Adjustments necessitated by misalignment of CCTV cameras, improper adjustment of monitors and contrast settings or insufficient light on the area, viewed by the camera(s). D) Trouble due to interruption of commercial power or of the phone service. E) the extent to which the condition is caused by a failure or defect in the Customer's existing equipment, improper use or which is integrated with the System or equipment installed by ACT; and F) any equipment, system, component or device installed by anyone other than ACT. THE FOREGOING WARRANTY IS IN LIEU OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

P. Lease of the System (if applicable). If this Agreement includes a lease of a System ("Lease"), then ACT shall always own the System and related parts, components and devices (the "Leased System"). The Customer agrees that no appliances, apparatus, or any attachments not approved by ACT shall be attached to or used in connection with the Leased System. Upon the termination of the Lease for any reason whatsoever, ACT shall have and is expressly given the right to enter the premises to remove the Leased System. The Lease shall not terminate in the event the Customer sells or vacates the premises, unless otherwise agreed to in writing by ACT. Nothing herein contained shall be deemed a waiver by ACT of the Customer's obligation to pay the fees, charges and remedies in this Agreement. The Customer hereby agrees that ACT shall have the right to increase or decrease the Lease fee at any time or times after the expiration of one year from the date this Agreement is signed by both the Customer and ACT upon giving the Customer written notice. If the Customer is unwilling to pay such increased charge, then ACT shall have the option of either rescinding the increased charge or terminating this Agreement with no further duties or obligations of either party, except for the Customer to pay for all work and services rendered as of the termination date. The Customer expressly covenants and agrees not to tamper with, disturb, injure, remove or otherwise interfere with the Leased System or to permit the same to be done and the Customer shall be responsible for the condition of the Leased System during the Term herein provided and until same is returned to the possession of ACT. It is further agreed that the Leased System shall remain in the same location as installed, and any removal or disturbance thereof resulting from painting, altering, or remodeling the fixtures and/or changes whatsoever necessitating any work by way of repairs, relocation or otherwise on said apparatus, shall be paid for by the Customer in accordance with the then prevailing labor and material charges of ACT.

transmissions, IOT transmissions, intercom or video system or components, ACT in no way assumes any obligations to maintain, service, replace, operate or assume the operation of the property system, components and/or devices to which the said System may be attached.

Z. Surveillance Equipment. If CCTV equipment is purchased or leased by the Customer, Customer agrees to provide adequate illumination under all operational conditions for the proper operation of the CCTV and will provide the 120VAC power supply where required as well as shelf or desk space for monitors.

AA. Life Safety Equipment Installation. Any work performed under this Agreement is subject to change if required by the local code enforcement agency or other authority having jurisdiction, including but not limited to insurance underwriter, landlord or Customer. If changes are minor, under five hundred dollars (\$2500.00), Customer authorizes such changes to be made immediately without change order and agrees to be fully liable for the expense to effect required changes. This shall not apply to consumer contracts. All other changes must be by written change order.

BB. Monitoring Service (if applicable).

- Protocol in the Event of a Security Signal: Monitoring Service, if contracted-for under this Agreement, shall be provided by a Central Monitoring Station subcontracted by ACT (the "Central Station"). Once the Central Station receives a signal or data indicating the necessity for response, the Central Station will, depending on the nature of the signal or data so received, make reasonable efforts to communicate electronically or by telephone to the electronic addresses and telephone numbers provided by the Customer in writing (the "Call List") and/or the appropriate governmental agencies, if applicable. Customer authorizes the Central Station to contact each person identified on the Call List by the telephone numbers and/or other electronic addresses or instructions provided on the Call List. The Central Station cannot control or be responsible for police or fire response time, or the response of those persons on the Call List. Monitoring Service is not error-free. Signals and data are sent from the System at the premises to the Central Station using the communications equipment at Customer's premise tied into the System and/or a radio repeater station, which may include Customer's regular telephone line(s); wireless radio, and/or the internet or cable system (collectively the "Communications Equipment").

ACT is not responsible for the functioning of the Communications Equipment and, if it is not functioning, the Central Station will not receive a signal or data and will be unable to respond.

Before you change any Communications Equipment (or any antenna location for a wireless communicators set by ACT) you must call ACT and obtain its prior written consent to so change the Communications Equipment (or any antenna location for a wireless communicator set by ACT) because the new equipment may not work with the System and the Central Station may not receive any signals or data. ACT is not liable for any loss or damage caused by, or arising from, change made to the Communications Equipment (or any antenna location for a wireless communicator set by ACT) without the express written consent of ACT. The Customer hereby appoints ACT as the authorized agent of the Customer for purpose of providing information and direction to the Central Station.

- Testing Required by the Customer: The Customer agrees to periodically test (at least monthly) the System to be sure the Communications Equipment is operating and the System is sending signals and data to the Central Station, and to promptly notify ACT in the event of any failure of the System.

- Non-Refundable Fees. It is hereby agreed and understood that the fees for the Monitoring Service are NON-REFUNDABLE and will NOT be pro-rated if terminated during the existing Term.

CC. Entire Agreement. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND ACT, ANY MAY NOT BE MODIFIED EXCEPT IN A SEPARATE WRITING SIGNED BY CUSTOMER AND ACT. IN EXECUTING THIS AGREEMENT, CUSTOMER IS NOT RELYING ON ANY ADVICE OR ADVERTISEMENT OF ACT. CUSTOMER AGREES THAT ANY

REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT SHALL NOT BE BINDING UPON ANY PARTY. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT SUBMITTED BY THE CUSTOMER.

DD. Emergency Rates. It is hereby understood and agreed that ACT will charge surcharges and higher labor rates for all work performed on an emergency basis and for all worked performed outside normal business hours (i.e., 8:30 a.m. to 4:30 p.m. Monday through Friday), including weekends and holidays.

EE. Remote Access. In the event Customer defaults or breaches this Agreement, the Customer hereby authorizes ACT the right to remotely access the Systems for purposes of terminating the Central Station Monitoring Service.