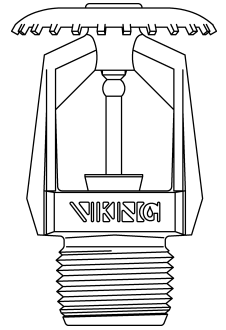


RJM



Automatic Fire Protection, LLC.
1070 River Road Phillipsburg, NJ 08865
908-859-1800 908-859-4183 Fax
WORK ORDER PROPOSAL

CUSTOMER: HAMBURG ELEMENTARY	JOB NAME: BACKFLOW REBUILD
Attention: Luis Barboza	Location: 30 Linwood Avenue Hamburg, NJ 07419
From: Matt Snyder	Date: September 3, 2025

We hereby propose to furnish the labor and material to perform the following:

- *Replace the existing 2.5" DCVA 1st and 2nd check valves that failed during our annual inspection.*
- *Perform a backflow test upon completion of the repairs and provide a written report upon completion of our testing.*

*All work shall be subject to the Customer Work Order – Terms & Conditions.
All work shall be performed during regular business hours.*

Total Cost \$2,975.00

Payment due upon completion of work.

This proposal specifically excludes the following: Permit fees, permit submittals (drawings, specifications, hydraulic calculations), fire pumps, underground pipe, cutting, patching, fire caulking, painting, protection of sprinklers and pipe from paint, fire alarm systems, electrical wiring, fire extinguishers and/or cabinets, fire hoses, heat or smoke detection equipment.

Submitted by Company:

Accepted by Customer:

Signature

Signature

Matt Snyder

Name

RJM Project Manager

Title

Date

Date

Customer Work Order – Terms & Conditions

1. **Scope of Undertaking.** Contractor will perform the services described on the front of this Customer Work Order (the Work). No other services are included. The amount payable to the Contractor for the Work is based solely upon the value of the services performed and is unrelated to the value of the Customer's property and/or the property of others located in/on the premises. Contractor makes no guarantee or Warranty that equipment or services supplied by Contractor will detect or avert occurrences or the consequences there from that the equipment or services are designed to detect or avert.
2. **Equipment Disconnections.** Customer is on notice that the system(s)/device(s) listed on the face of this Customer Work Order will be temporarily or permanently disconnected and no longer in service and thus, cannot detect, perform and/or report occurrences or transmit signals.
3. **Existing System.** Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of the Customer and are not covered by any warranties that may be applicable to the Work. Customer releases Contractor from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
4. **Liquidated Damages.** It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Contractor to perform any of its obligations under this Customer Work Order. Accordingly, Customer agrees that, Contractor shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, concerning any repair of the system. Should Contractor be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Contractor's liability shall be limited to the lesser of \$1,500. or an amount equal to the Customer Work Order price. Where multiple sites are covered by one Customer Work Order, liability will be limited to the amount allocable to the site where the incident occurred, subject to the preceding sentence. As a condition precedent to any claim or lawsuit against Contractor, all outstanding invoices must have been paid in full when due, without compromise on amounts owed.
5. **Actions by others.** In no event shall Contractor be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes or movements of the covered system(s) or any of its component parts by the Customer or any third party.
6. **Waiver of Subrogation.** The Contractor is not an insurer against loss or damage. Sufficient insurance shall be obtained by Customer to cover the premises (and property therein) where the work will be performed. Customer agrees to rely exclusively on Customer's insurance to recover for injuries or damage in the event of any loss, damage or injury to the premises or property therein. Customer, for itself and all others claiming by or through it under this Agreement, releases and discharges Contractor from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Contractor.
7. **Incidental/Consequential Damages.** Contractor shall not be liable for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from the use, loss of use, performance, or failure of the covered system(s) to perform.
8. **LIMITED WARRANTY.** CONTRACTOR WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS CUSTOMER WORK ORDER WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. CONTRACTOR AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY CONTRACTOR. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
9. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Contractor, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Contractor of the existence of said hazardous conditions, arising in any way from performance of the Work or the Work whether caused in whole or in part by the Customer, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Contractor reserves the right to select counsel to represent it in any such action.
10. **Water Supply.** Contractor makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Contractor recommends that the water supply be tested and, as needed, treated. Testing and treatment of the water supply and costs associated therewith are the sole responsibility of Customer. Any such testing must be pursuant to a separate written agreement.

11. **Affiliates.** The terms and conditions set forth in this Customer Work Order shall inure to the benefit of all parents, subsidiaries and affiliates of Contractor, whether direct or indirect, Contractor's employees, agents, officers and directors.
12. **System Deficiencies.** Customer agrees that any corrective actions proposed by Contractor as part of this agreement, including but not limited to service, maintenance, repair of or replacement of parts, installation of new parts, and other recommendations made by Contractor, may identify and indicate deficiencies within the existing system(s) of Customer. As an element of safety, Customer agrees that it is at their sole discretion and choice to leave existing system(s) operational and assumes any and all liability for occurrences, failures, loss, or damages, resulting from existing deficiencies within Customer's system(s), whether or not deficiencies contributing to such loss or damage have been identified within the scope of work of this proposal. Customer agrees that Contractor shall bare no liability for occurrences, failures, loss, damages, or a breach of this agreement, resulting from existing deficiencies within Customer's system(s).
13. **Authorization:** The person executing this Agreement on behalf of the Customer, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's designee.
14. **Acceptance:** An electronic acknowledgement of these terms and conditions shall bind Customer to all terms and conditions contained herein.