BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

VENDOR NO.
4488

BUDGET YEAR
2023->2024

PURCHASE ORDER NUMBER
24A-1756
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

DATE:
12/06/2023

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Invoice#:23861167 Annual Invoice for the Monitoring service agreement for MS. (Burglar Alarm) 7185/11-000-261-420-29-752-14- ($384.00)	384.00	384.00 $384.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Thomas D Santiago
Total Service Manager
Johnson Controls
Philadelphia Dist 544

X ____________ SIGNATURE 1-3-23 DATE

Is Your Company Incorporated? ☑ Yes ☐ No

80-0700671
FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above ... on
DATE ___
PURCHAS
CHECK N(

PO# 24A-1756 Hnd Chk No
Chk# 60140 Chk Date 01/18/2024
Vend Johnson Controls Fire Protection LP
Paid $384.00 Liq $384.00
Acct 11-000-261-420-29-752-14-

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
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VENDOR NO. 4488

BUDGET YEAR 2023->2024

PURCHASE ORDER NUMBER 24A-1756

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 12/06/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Invoice# 23861167 Annual Invoice for the Monitoring service agreement for MS. (Burglar Alarm) 7185/11-000-261-420-29-752-14-($384.00)	384.00	384.00 $384.00

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

Antonio Visaggio — SIGNATURE
ANTONIO VISAGGIO — NAME (PRINT OR TYPE)
BUILDINGS SUPERVISOR — TITLE
1/3/24 — DATE

COMMENTS:

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

-Trayl-

Johnson Controls
D-U-N-S 09-4738007
FED. ID 58-2608861

Send To: LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23861167	12-02-23	24A-1756

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

CONTRACT #	MODIFIER
80927989	R02-AUG-2023

PAYMENT TERMS
NET 30

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: Kleier, Curtis

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional Middle School-509 Forest Hills Pkwy-180	01-JAN-24	31-DEC-24

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount -	$384.00	Amount Of Current Invoice	-	$384.00
		Sales Tax	-	$0.00
		Total Amount Included	-	$384.00
		Payment Received	-	$0.00

Total Amount Due ▶ $384.00

-Trayl-

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23861167

DATE OF INVOICE
12-02-23

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-JAN-24	31-DEC-24	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$384.00
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

TERMS AND CONDITIONS OF SALE

1. Acknowledgement. Customer acknowledges and agrees that equipment or services provided pursuant to this invoice shall be provided pursuant to the terms and conditions hereof, unless otherwise provided pursuant to an executed agreement between the parties.

2. Payment. Payment shall be made in accordance with the terms designated on this invoice. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

3. Security Interest. Customer grants to Johnson Controls Fire Protection LP ("Company") and Company retains a security interest in all equipment shipped pursuant to this invoice and proceeds thereof until Customer shall have made full payment. In the event of Customer's failure to make payment of any amount when due, the entire balance shall become due and payable immediately. In case of default, Company shall have the right to take possession of the equipment immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said equipment. Customer shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without prior permission of Company.

4. Limited Warranty. **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.**

5. No Acceptance. Issuance of this invoice shall not be construed as an acceptance of the terms or conditions of any Customer purchase order or like document, or any certification of any kind by Company.

6. Taxes. Customer shall pay any tax, however designated, levied or based.

7. General. If any provision of this invoice is held by any court or other competent authority to be void or unenforceable in whole or in part, this invoice will continue to be valid as to the other provisions and the remainder of the affected provision. It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this invoice.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO. 4488

BUDGET YEAR 2023->2024

PURCHASE ORDER NUMBER
24A-1756
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 12/06/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY

☐ CONFIRMATION
☐ ORIGINAL
☐ PREPAY
☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Invoice# 23861167 Annual Invoice for the Monitoring service agreement for MS. (Burglar Alarm) 7185/11-000-261-420-29-752-14-($384.00)	384.00	384.00
				$384.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 12/06/2023 at 08:29:40 AM

Page 1

24A-1756

InComplete Requisition

Central Regional School District

Date 12/06/2023

Vendor # 4488

Vendor:
JOHNSON CONTROLS FIRE PROTECTION LP
DISTRICT #544
283 GIBRALTAR ROAD
HORSHAM, PA 190442305

Ship To:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by MKOZYRAKIS

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Invoice# 23861167 Annual Invoice for the Monitoring service agreement for MS. (Burglar Alarm)	384.0000	384.00
				$384.00

7185/11-000-261-420-29-752-14- ($384.00)

Hello Pat,
Sumi from Johnsons Control said this is the annual invoice for the burglar alarm. The other PO we did is for the annual fire alarm monitoring
-MJU

Administrator Approval : [signature]

Date :

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
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VENDOR NO. 4488

BUDGET YEAR 2023->2024

PURCHASE ORDER NUMBER 24A-1651
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE: 11/29/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the middle school as per contract # 80925740 / Proposal# CPQ-494228 Term 1-Jan-24 to 31-Dec-24 7185/11-000-261-420-29-752-14-($660.00)	660.00	660.00 $660.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
Thomas D Santiago
Total Service Manager
Johnson Controls
Philadelphia Dist 544
SIGNATURE
12-7-23
DATE

Is Your Company Incorporated? ☐ Yes ☑ No
80-0700676
FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

MR PRINTING SOLUTIONS

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Send To DISTRICT
District # 544
283 Gibraltar Rd- Dock A
HORSHAM,PA,19044-2305
215-347-6500

Johnson Controls Fire Protection LP

CUSTOMER PO

INVOICE DATE	INVOICE NO.
06-DEC-23	23874455

Bill To: 544-00726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To:

**** Various Locations ****

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE

Invoice notes

Invoice Amount	-	$660.00
Sales Tax	-	$0.00
Total Invoice Amount	-	$660.00
Payment Received	-	$0.00

Total Amount Due ▶ **$660.00**

Johnson Controls

Remittance copy

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$660.00

BILL TO: 544-00726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

INVOICE NUMBER: 23874455

INVOICE DATE: 06-DEC-23

CUSTOMER PO:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine ,IL 60055-0320

2000066000423874455

-SD-Consolidated-H957 544 23874455 00726147

TERMS AND CONDITIONS OF SALE

1. Acknowledgement. Customer acknowledges and agrees that equipment or services provided pursuant to this invoice shall be provided pursuant to the terms and conditions hereof, unless otherwise provided pursuant to an executed agreement between the parties.

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4. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.

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-Trayl-

Johnson Controls

Johnson Controls Fire Protection LP

INVOICE NO.
23874455

DATE OF INVOICE
06-DEC-23

INVOICE CONSOLIDATED DETAIL

Customer Name	Contract Number	Billing Start Date	Billing End Date	Service Plan Covered Product	Qty	Amount	Tax	Total Amount
544 - 18023000	80971479	01-JAN-24	31-DEC-24	FA-MON		$660.00	$0.00	$660.00
Central Regional Middle				SYSTEM-FA-SIMPLEX 4100ES	1			
509 Forest Hills Pkwy				FA-MAIN PANEL	1			
BAYVILLE, NJ 08721-0000				FA-POWER SUPPLY/NAC	1			
				FA-BATTERY	2			
				FA-DACT	1			
				FA-ANNUNCIATOR	1			
				FA-SMOKE DET ADDR	100			
				FA-SMOKE DET CONV	108			
				FA-HEAT DETECTOR	108			
				FA-DUCT SENSOR	7			
				FA-PULL	24			
				FA-NOTIFICATION APPL	9			

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
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VENDOR NO. 4488

BUDGET YEAR 2023->2024

PURCHASE ORDER NUMBER 24A-1651

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 11/29/2023

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the middle school as per contract # 80925740 / Proposal# CPQ-494228 Term 1-Jan-24 to 31-Dec-24 7185/11-000-261-420-29-752-14- ($660.00)	660.00	660.00 $660.00

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

SIGNATURE: Antonio Visaggio   NAME (PRINT OR TYPE): Antonio Visaggio

TITLE: Buildings Supervisor   DATE: 12/1/23

COMMENTS: ____

CHECK ONE OF THE FOLLOWING:
____ MSDS SHEET ATTACHED ____ MSDS SHEET REQUIRED BUT NOT PROVIDED ____ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PO# 24A-1651 Hnd Chk No
Chk# 59886 Chk Date 12/14/2023
Vend Johnson Controls Fire Protection LP
Paid $660.00 Liq $660.00
Acct 11-000-261-420-29-752-14-

RECEIVING COPY - PLEASE RETURN TO BUSINESS ADMINISTRATOR/BOARD SECRETARY PROMPTLY

Johnson Controls

SERVICE SOLUTION

Customer #: 251908
Central Regional School Dist
Date: 28-Nov-23
Proposal #: CPQ-494228
Term: 1-Jan-24 to 31-Dec-24
Contract #: 80925740

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional Middle School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road,Suite 150
West Windsor NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Central Regional School Dist	$660.00

SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 100

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Jan-24** (the "Effective Date") to **31-Dec-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

A.V. Initials

PAYMENT FREQUENCY: Annual In Advance

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $660.00 - Proposal #: CPQ-494228

PAYMENT SUMMARY:

Year	PSA Charges
1	$660.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Johnson Controls

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above. To ensure that JCI is compliant with your company's billing requirements, please provide the following information: PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement ☒ YES: Please reference this PO Number: 249-1651

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	[signature]	Authorized Signature:	
Print Name:	ANTONIO VISAGGIO	Print Name:	
Title:	Buildings Supervisor	Title:	
Phone #:	732-269-1100 ext 3296	Phone #:	
Fax #:	732-269-9532	Fax #:	
Email:	avisaggio@centralreg.k12.nj.us	License #: (if applicable)	
Date:	11/29/23	Date:	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO. 4488

BUDGET YEAR 2023->2024

PURCHASE ORDER NUMBER 24A-1651

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 11/29/2023

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY

☐ CONFIRMATION
☐ ORIGINAL
☐ PREPAY
☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the middle school as per contract # 80925740 / Proposal# CPQ-494228 Term 1-Jan-24 to 31-Dec-24 7185/11-000-261-420-29-752-14-($660.00)	660.00	660.00
				$660.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD COPY

This is A Requisition, Not An Actual PO

Run on 11/29/2023 at 10:09:48 AM

24A-1651

InComplete Requisition

Central Regional School District

Vendor # 4488

Date 11/29/2023

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
DISTRICT #544
283 GIBRALTAR ROAD
HORSHAM, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by MKOZYRAKIS

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Planned service agreement for the middle school as per contract # 80925740 / Proposal# CPQ-494228 Term 1-Jan-24 to 31-Dec-24	660.0000	660.00
				$660.00

7185/11-000-261-420-29-752-14- ($660.00)

Administrator Approval : Anton Visaggio

Date : 11/28/23

Central Regional Middle School Monitoring
Contract #80925740

Planned Service Agreement

Johnson Controls Fire Protection LP
821 Alexander Road,Suite 150
West Windsor NJ08540
USA

Proposal Presented On:
11-28-2023

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #: 251908
Central Regional School Dist
Date: 28-Nov-23
Proposal #: CPQ-494228
Term: 1-Jan-24 to 31-Dec-24
Contract #: 80925740

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional Middle School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road,Suite 150
West Windsor NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(***Service Solution Valid for 30 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Central Regional School Dist	$660.00

SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 100

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Jan-24** (the "Effective Date") to **31-Dec-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

A.V. Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $660.00 - **Proposal #:** CPQ-494228

PAYMENT SUMMARY:

Year	PSA Charges
1	$660.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Johnson Controls

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above. To ensure that JCI is compliant with your company's billing requirements, please provide the following information: PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement ☒ YES: Please reference this PO Number: ______________

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	[signature]	Authorized Signature:	
Print Name:	ANTONIO VISAGGIO	Print Name:	
Title:	Buildings Supervisor	Title:	
Phone #:	732-269-1100 ext 3296	Phone #:	
Fax #:	732-269-9532	Fax #:	
Email:	avisaggio@centralreg.k12.nj.us	License #: (if applicable)	
Date:	11/29/23	Date:	

TERMS AND CONDITIONS

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 (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a ("Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. 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. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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 (e.g., Fire Marshal) 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 Customer that Company is not an insurer and that insurance coverage 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 and are unrelated to the value of 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 the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that 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 aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. 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 Services 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. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00

p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. 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 the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur;
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer.Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Serviceseach means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/ respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring 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 Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of 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 the 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, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY 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 THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. 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 the Monitoring Services provided 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. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/ Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. 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 THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. ***EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.***

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but

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not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop , and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. 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.

27. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.
Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any 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 Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. *Company as* : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. *Company as* : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https:// www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of thealarm system, the alarm company shall thoroughlyinstruct the purchaser in the proper use of the alarmsystem. Failure by the licensee, without legal excuse,to substantially commence work within 20 days fromthe approximate date specified in the agreementwhen the work will begin is a violation of the AlarmCompany Act: NY Licensed by N.Y.S. Department ofthe State: TX Texas Commission on Private Security,5805 N. Lamar Blvd., Austin, 78752-4422,512-424-7710.License numbers available atwww.johnsoncontrols.com or contact your localJohnson Controls office.

CONDITIONS GÉNÉRALES

1. Durée. La durée initiale du contrat débute à compter de la date indiquée aux présentes et prend fin à la date indiquée aux présentes (la « durée initiale »).À la fin de la durée initiale, la durée du présent contrat sera automatiquement prolongée pour des durées successives équivalentes à la durée initiale (sujet à l'article 3), sauf si l'une ou l'autre des parties avise l'autre partie par écrit pas moins de trente (30) jours avant la fin de la durée alors en cours (chacune un « Durée de renouvellement »).

2. Paiementset facturation.A moins que les parties en conviennent autrement, les montants sont dus sur réception de la facture par le Client. À moins que les parties en aient convenu autrement par écrit, les frais de Service sont payables annuellement à l'avance. Tous les paiements sont dus 30 jours de la date de la facture. Les factures sont payables par voie électronique. Les différends relatifs à la facturation doivent être communiqués par écrit dans les 21 jours suivant la date de facturation. Les paiements des montants contestés sont dus et payables au moment de la résolution. L'obligation pour JC d'exécuter les Services en vertu du contrat est conditionnelle au paiement des factures. Les travaux effectués sur une base matériaux et main d'œuvre sont facturés au taux de JC sur les matériaux, la main-d'œuvre et les articles connexes en vigueur au moment de leur livraison conformément à ce contrat. Le Client convient et accepte que le paiement intégral des sommes facturés à l'échéance est une condition essentielle du présent contrat. Le Client reconnaît en outre que le non- paiement à échéance constitue une violation substantielle des modalités de ce contrat et donnera à JC, sous réserve de ses autres droits et recours, le droit, sans préavis, de: (a) suspendre, interrompre ou cesser la prestation des services ou résilier ou suspendre les licences de logiciel impayées et (b) imputer des frais de retard de 1,5 % par mois (19.56% l'an) ou au taux maximal permis par la loi, jusqu'au paiement complet. Le Client paiera tous les frais de recouvrement raisonnables de JC, y compris les frais judiciaires et extrajudiciaires du présent contrat. La décision de JC de continuer de fournir des services ne diminue en rien le droit de JC de résilier ou de suspendre les services ou d'exercer tout droit ou recours en vertu du présent contrat. JC ne sera pas responsable des dommages, réclamations ou dépenses découlant de ou liés à la suspension des services pour non-paiement. En cas d'urgence nécessitant des services ou si JC exécute autrement des services dans les locaux après la suspension, ces services seront régis par les modalités du présent contrat, à moins qu'un contrat séparé ne soit exécuté. Si le Client conteste un avis de retard de paiement ou les efforts de JC de percevoir le paiement, le Client en informera immédiatement JC par écrit et expliquera le fondement de la contestation. Le Client doit fournir les informations financières demandées par JC pour vérifier la capacité du Client à payer les biens ou les services. Si le Client ne fournit pas d'informations financières ou si JC, à sa seule discrétion, détermine qu'il existe des motifs raisonnables de remettre en question la capacité ou la volonté du Client d'effectuer les paiements à

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l'échéance (par exemple, ne pas effectuer les paiements à l'échéance, retards de paiement ou réduction de la cote de crédit du Client), JC peut différer les expéditions, modifier les conditions de paiement, exiger une avance de fonds ou exiger d'autres garanties, sans responsabilité et sans renoncer à tout autre recours que JC peut avoir contre le Client. JC fournira au Client un préavis écrit des modifications des conditions de paiement.

3. Prix. Les prix indiqués dans le présent contrat sont fondés sur le nombre de dispositifs et les services devant être fournis qui sont décrits dans la description des services. Si le nombre de dispositifs réellement installés ou les services réellement fournis sont plus importants que ceux décrits dans la description des services, les prix seront augmentés en conséquence. JC peut augmenter les prix en remettant un avis au Client pour tenir compte de l'augmentation du coût des matériaux et de la main-d'œuvre. Tous les prix indiqués ne comprennent pas et le Client s'engage à payer toutes les taxes, frais, droits, tarifs, amende pour alarme-incendie non fondée, permis d'installation et prélèvements ou autres frais similaires imposés ou décrétés par un gouvernement, quelle que soit sa désignation ou son imposition, y compris les taxes de vente et d'accise locales et sur la valeur ajoutée, quelle que soit leur désignation, qui sont perçues ou basées sur les frais de service conformément aux montants payés en vertu du présent contrat. Le présent contrat est conclu étant entendu que les services à fournir par JC ne sont pas soumis à aucune loi salariale locale, provinciale ou fédérale en vigueur. S'il est déterminé ultérieurement que les taux de salaire locaux, provinciaux ou fédéraux en vigueur s'appliquent aux services à fournir par JC, JC se réserve le droit d'émettre une modification ou un ordre de changement pour ajuster les taux de salaire au taux de salaire en vigueur requis. Le Client accepte de payer les taux de salaire en vigueur applicables. Les prix dans toute offre ou proposition de JC sont sujets à changement sur préavis envoyé au Client à tout moment avant que l'offre ou la proposition ait été acceptée. JC informera le Client de tout ajustement de prix applicable à toute Durée de renouvellement au plus tard 45 jours avant le début de la Durée de renouvellement. À moins que le Client ne mette fin au contrat au moins trente (30) jours avant le début de cette Durée de renouvellement, le prix ajusté correspond à celui de la Durée de renouvellement. Les Prix pour les produits couverts par ce contrat peuvent être ajustés par JC, sur notification au Client, à tout moment avant l'expédition même si le Client a accepté la proposition, pour refléter toute augmentation du coût des matières premières (p. exemple, l'acier et l'aluminium),l'impossibilité d'obtenir des Produits, des modifications législatives, des modifications ou augmentations du prix de la main d'oeuvre, des taxes, des droits, des tarifs, ou quotas, des actes du gouvernement ou des frais similaires imposés ou adoptés par un gouvernement ou pour couvrir des éléments de coûts additionnel, imprévisibles et non-usuels.

4. Respect des codes applicables. JC ne s'engage pas à effectuer des inspections afin de s'assurer que le Client respecte les lois ou les règlements applicables, sauf si cela est expressément indiqué dans la description des services. Le Client reconnaît que l'autorité compétente (par exemple, le commissaire des incendies) peut établir des exigences supplémentaires relativement au respect des codes locaux. Le matériel et les autres services qui devront être fournis seront facturés séparément au Client.

5. Limitation de responsabilité; recours limités. Le Client reconnaît et convient que JC n'est pas un assureur, qu'il lui incombe de souscrire une assurance, le cas échéant, et que les sommes qu'il doit payer à JC aux termes des présentes sont fondées sur la valeur des services et l'étendue de la responsabilité décrits dans le présent contrat et qu'elles ne sont pas liées à la valeur de ses biens ou des biens de tiers qui se trouvent sur les lieux. Le Client s'engage à s'adresser exclusivement à son assureur pour se faire dédommager des pertes ou des dommages subis, le cas échéant, et libère JC de toutes les obligations d'indemnisation qu'elle pourrait avoir par voie de subrogation et renonce aux droits qu'il pourrait avoir d'être indemnisé par celle-ci. JC ne donne aucune garantie, notamment une garantie implicite de qualité marchande ou d'adaptation à un usage particulier, selon laquelle le matériel ou les services qu'elle fournit réussiront à détecter ou à éviter les incidents ou les conséquences de ceux-ci que le matériel ou les services étaient destinés à détecter ou à éviter.

Il est extrêmement difficile, voire impossible, de déterminer les dommages qui pourraient être immédiatement attribuables, le cas échéant, au défaut de JC de s'acquitter de l'une ou l'autre de ses obligations aux termes du présent contrat. Par conséquent, le Client convient que JC est exonérée de toute responsabilité à l'égard des pertes, des dommages ou des préjudices découlant, directement ou indirectement, d'incidents ou de conséquences de ceux-ci que le matériel ou les services étaient destinés à détecter ou à éviter. Si JC est tenue responsable de toute perte, dommage ou blessure résultant d'une quelconque défaillance du matériel ou des services, sa responsabilité sera limitée à un montant total correspondant au Prix prévu dans le présent contrat (majoré du prix de tous les travaux supplémentaires) ou, lorsqu'il s'agit d'un contrat pièce et main-d'œuvre, aux montants que le Client a versés à JC, pour les pièces et la main-d'œuvre fournis. Lorsque le présent contrat couvre plusieurs emplacements, la responsabilité de JC est limitée au montant des versements attribuables à l'emplacement où l'incident s'est produit. La responsabilité de JC pour les services de télésurveillance est régie par l'article 17 de ce contrat. **Cette somme constitue le seul et unique recours du Client.**

JC NE SERA EN AUCUN CAS RESPONSABLE DES DOMMAGES, DES PERTES, DES PRÉJUDICES OU DE TOUTE AUTRE RÉCLAMATION DÉCOULANT D'UN ENTRETIEN, DE MODIFICATIONS OU DE DÉPLACEMENTS DES SYSTÈMES VISÉS OU DE L'UNE DE LEURS PIÈCES PAR LE CLIENT OU UN TIERS. Dans toute la mesure permise par la loi, JC et ses sociétés affiliées et leur personnel, fournisseurs et vendeurs respectifs ne pourront en aucun cas être tenus responsables envers le Client ou tout tiers en vertu d'une cause d'action ou d'une théorie de responsabilité, même s'ils sont informés de la possibilité d'une telle dommages-intérêts, pour tout (a) dommages spéciaux, accessoires, consécutifs, punitifs ou indirects de quelque nature que ce soit; (b) la perte de bénéfices, de revenus, de données, d'opportunités de clients, d'affaires, d'économies anticipées ou d'achalandage; (c) interruption d'activité; ou (d) la perte de données ou d'autres pertes résultant de virus, de logiciels de rançon, de cyberattaques ou de pannes ou d'interruptions des systèmes de réseau. Les limitations de responsabilité énoncées dans le présent contrat s'appliquent au profit des sociétés mères, des filiales et des membres du groupe, directs ou indirects, de JC ainsi qu'à ses employés, mandataires, dirigeants et administrateurs.

6. Renseignements personnels. Le Client représente et garantit à JC qu'il a obtenu les consentements requis pour (i) divulguer les renseignements personnels ont été fournis à JC par le Client concernant ces individus et (ii) autoriser JC à utiliser ces renseignements pour la gestion de la relation entre le Client et JC, incluant la gestion du présent contrat. JC peut partager ces renseignements avec ses sociétés mères, ses filiales et successeurs ou tout sous-traitant ou cessionnaire de ce contrat dans le pays ou à l'extérieur du pays où est situé le Client et de ce fait, soumet ses renseignements à l'application des lois de ces pays.

7. Indemnisation Le Client convient d'indemniser JC et de tenir celle-ci quitte de l'ensemble des pertes, des dommages et des frais, y compris les frais d'experts et les honoraires extrajudiciaires raisonnables pour assurer une défense, découlant de réclamations présentées par des tiers en raison d'une blessure corporelle, d'un décès, d'un dommage matériel ou d'une perte financière, causés de quelque manière que ce soit par une action ou une omission du Client ou de JC se rapportant de quelque manière que ce soit au présent contrat, y compris aux services visés par celle-ci, que ces réclamations soient fondées sur une garantie ou sur une responsabilité contractuelle, délictuelle (y compris une négligence active ou passive), stricte ou autre. JC se réserve le droit de choisir les conseillers juridiques qui la représenteront dans le cadre de telles poursuites. La responsabilité du Client relativement l'indemnisation et la défense de JC en rapport avec les services de télésurveillance est régie par l'article 17 de ce contrat.

8. Dispositions générales. Le Client a choisi le niveau de service désiré après avoir évalué les divers niveaux de protections offertes, ainsi que leurs coûts relatifs. À moins que d'autres périodes ne soient expressément prévues dans le présent contrat, JC effectuera les travaux qu'elle doit faire pendant les heures normales de travail établies par JC (soit du lundi au vendredi, entre 8 h et 17 h), à l'exclusion des jours fériés de JC. Sauf indication contraire dans le présent contrat, tous les travaux sont effectués sans être programmés au préalable. Les rendez-vous prévus visent des plages de quatre heures. Des frais supplémentaires pourraient s'appliquer aux demandes de programmation spéciale, par exemple autour des périodes d'arrêt du matériel, après les heures de travail.

JC fournira les services décrits à la rubrique « Description des services » (les « services ») à l'égard d'un ou plusieurs systèmes ou du matériel décrits dans cette rubrique ou dans les addenda qui y sont énumérés (les « systèmes visés »). SAUF INDICATION CONTRAIRE DANS LE PRÉSENT CONTRAT, LES INSPECTIONS (ET, S'ILS Y SONT STIPULÉS, LES ESSAIS) PRÉVUS DANS LE PRÉSENT CONTRAT NE COMPRENNENT PAS L'ENTRETIEN, LES RÉPARATIONS, LA MODIFICATION OU LE REMPLACEMENT DE PIÈCES NI LES RÉGLAGES SUR PLACE, QUELS QU'ILS SOIENT, OU LA CORRECTION DE DÉFAILLANCES DONT JC A AVISÉ LE CLIENT. JC N'EST PAS RESPONSABLE DES DÉFAILLANCES DU MATÉRIEL QUI SURVIENNENT PENDANT QU'ELLE EN FAIT L'INSPECTION, SI CES DÉFAILLANCES SONT AUSSI ATTRIBUABLES À L'ÂGE, À LA DÉSUÉTUDE OU À L'USURE NORMALE. LE PRÉSENT CONTRAT NE VISE PAS LES SYSTÈMES, LE MATÉRIEL, LES COMPOSANTES OU LES PIÈCES QUI SE TROUVENT SOUS TERRE, DERRIÈRE DES MURS OU D'AUTRES OBSTACLES OU À L'EXTÉRIEUR DU BÂTIMENT, NI LE CÂBLAGE ÉLECTRIQUE ET LES CANALISATIONS.

9. Responsabilités du Client Le Client doit aviser sans délai JC de toute défaillance des systèmes visés qui vient à sa connaissance. Le présent contrat suppose que les systèmes actuels sont opérationnels et susceptibles d'entretien à la date du présent contrat. Si, au moment de l'inspection initiale, JC juge que des réparations sont recommandées, des frais de réparation distincts seront soumis au préalable à l'approbation du représentant sur place du Client. Si ces réparations sont refusées, JC sera dégagée de toute responsabilité en découlant.

De plus, le Client s'engage à faire ce qui suit :

- permettre à JC d'accéder librement aux systèmes visés, y compris, le cas échéant, aux chariots élévateurs et à tout le matériel nécessaire pour atteindre le matériel inaccessible;
- fournir à JC l'électricité, le chauffage, l'approvisionnement en eau à réchauffage des conduites et les schémas et les plans des systèmes nécessaires;

- aviser toutes les personnes nécessaires, y compris les autorités compétentes, les employés et les services de surveillance, des essais ou des réparations prévus des systèmes;
- assurer un milieu de travail sécuritaire;
- en cas d'urgence ou de défaillance des systèmes visés, prendre des précautions raisonnables afin d'éviter les blessures corporelles, les décès et des dommages matériels jusqu'à ce que les systèmes visés soient opérationnels;
- respecter toutes les lois, tous les codes et toute la réglementation applicables au matériel ou aux services fournis aux termes du présent contrat.

Le Client représente et garantie qu'il a le droit d'autorisé que les Services soient effectués. Le Client est seul responsable de l'établissement, de l'exploitation, de la maintenance, de l'accès, de la sécurité et d'autres aspects de son réseau informatique (le «Réseau») et doit fournir à JC un accès réseau sécurisé pour la fourniture de ses services. Les produits en réseau, connectés à Internet ou autrement connectés à des ordinateurs ou à d'autres appareils doivent être protégés de manière appropriée par le Client ou l'utilisateur final contre tout accès non autorisé. Le Client est tenu de prendre les mesures appropriées, dont notamment d'effectuer des sauvegardes, pour protéger l'information, y compris, les données, logiciels ou fichiers (collectivement dénommées «données») avant de recevoir le service ou les produits.

10. Services de réparation (Si le Client a choisi ces services). Lorsque le Client inclut expressément les services de réparation, de remplacement de pièces et d'intervention en cas d'urgence à la rubrique «Description des services » du présent contrat, ces Services ne s'appliquent qu'aux composantes et au matériel des systèmes visés. Le Client convient de demander sans délai des services de réparation dès qu'un système devient défectueux ou a par ailleurs besoin de réparation. Le prix prévu dans le contrat ne comprend pas les réparations aux systèmes visés recommandées par JC dans le cadre de l'inspection initiale, à l'égard desquelles JC soumettra des prix distincts au Client et qu'elle n'effectuera pas avant que le Client n'ait autorisé les travaux et en ait approuvé le prix. La réparation et le remplacement de pièces non susceptibles d'entretien des systèmes visés, notamment les boîtiers des unités, les matériaux isolants, le câblage électrique, les supports structuraux et les autres pièces fixes, ne sont pas visés par le présent contrat.

11. Matériel du système. L'achat de matériel ou de dispositifs périphériques (y compris des détecteurs de fumée, des détecteurs infrarouge passifs, des lecteurs de cartes, des composantes de systèmes de gicleurs, des extincteurs et des boyaux) auprès de JC est assujetti aux modalités du présent contrat. Si, à l'entière discrétion de JC, un dispositif périphérique ou un autre élément de matériel fixé aux systèmes visés, qu'il ait été fourni par JC ou par un tiers, compromet le fonctionnement adéquat des systèmes visés, le Client devra l'enlever ou le remplacer sans délai après avoir reçu un avis de JC à cet égard. Le défaut du Client d'enlever ou de remplacer le dispositif constituera une violation grave du présent contrat. Si le Client ajoute un dispositif ou un élément de matériel d'un tiers aux systèmes visés, JC ne sera pas responsable des dommages ou des défaillances des systèmes visés causés, en totalité ou en partie, par ce dispositif ou cet élément de matériel.

12. Rapports. Lorsque le Client a choisi des services d'inspection et d'essais, JC consignera ces inspections et ces essais dans son formulaire de rapport alors en vigueur, qu'elle soumettra au Client, et, s'il y a lieu, à l'autorité locale compétente. Le rapport et les recommandations de JC ne sont donnés qu'à titre consultatif et ont pour but d'aider le Client à réduire le risque de perte de biens en indiquant les défectuosités ou les anomalies des systèmes visés qui ont été notées pendant les inspections ou les essais du système et du matériel. Ils ne sont pas destinés à laisser entendre qu'il n'y a aucune autre défaillance ni aucun autre risque et que tous les aspects des systèmes visés, du matériel et des composantes sont en bon état au moment de l'inspection. La responsabilité définitive de l'état et du fonctionnement des systèmes visés, du matériel et des composantes incombe au Client.

13. Disponibilité et coût de l'acier, du plastique et des matières premières. JC n'est pas responsable en cas de défaut de fournir des services, de livrer des produits ou d'effectuer les travaux autrement prévus par ce contrat si ce défaut est causé par une pénurie de produits en acier, en plastique ou autre matière première. (I) Dans le cas où, malgré des efforts raisonnables, JC n'est pas en mesure d'acquérir ou de livrer des produits en acier, en plastique ou autre matière première, alors que requis pour effectuer les travaux prévus par ce contrat, le Client convient que JC peut résilier ce contrat, ou une partie pertinente du contrat, sans frais additionnel ou pénalité. Le Client accepte de payer au complet pour tous les travaux effectués jusqu'à la date de résiliation du contrat.

14. Espace clos. Si JC doit accéder à un espace clos afin de fournir les services, ceux-ci seront planifiés et fournis au coût établi selon le taux horaire de JC alors en vigueur.

15. Matières dangereuses Le Client déclare que, sauf dans la mesure où JC a reçu un avis écrit des risques énoncés ci-dessous avant la signature du présent contrat, à sa connaissance, aucun des risques suivants n'est présent :

- d'endroit où des travaux doivent être réalisés où, en raison de sa construction, de son emplacement, des matières qui s'y trouvent ou des activités qui s'y déroulent, une accumulation de gaz, de vapeur, de poussière ou de fumée nocif pourrait se produire ou dont l'air pourrait avoir une faible teneur en oxygène;
- de risque de maladies contagieuses;
- de nécessité de contrôler la qualité de l'air ou de protéger les voies respiratoires ou d'autres risques pour la santé;
- d'amiante, de matières à base d'amiante, de formaldéhyde ou d'autres matières susceptibles d'être toxiques ou dangereuses qui sont contenues dans les planchers, les murs, les plafonds, les matériaux isolants ou d'autres composantes structurelles de la partie d'un bâtiment où des travaux doivent être exécutés aux termes du présent contrat ou qui se trouvent à la surface de ceux-ci.

Tous les éléments susmentionnés sont appelés dans les présentes des « conditions dangereuses ». JC a le droit de se fier aux déclarations faites ci-dessus. Si JC découvre des conditions dangereuses pendant qu'elle effectue des travaux, la découverte en question constituera un événement indépendant de sa volonté et elle n'aura aucune obligation d'effectuer d'autres travaux dans la zone où se trouve les conditions dangereuses tant que celle-ci n'aura pas été rendue sécuritaire par le Client, comme en aura attesté par écrit un organisme d'évaluation indépendant, et le Client devra verser à JC le dédommagement et les frais de remobilisation établis par celle-ci.

Le présent contrat ne prévoit pas le coût des tests impliquant une décharge ou une libération, une capture, un confinement, un transport, un enlèvement ou une élimination (collectivement, les «Services de gestion des rejets ») de tout déchet dangereux, matériel dangereux, matériel de lutte contre l'incendie, y compris toute mousse anti-incendie rencontrée dans ou rejetée par l'un des systèmes couverts ou pendant l'exécution des Services. Ces matériaux resteront à tout moment sous la responsabilité et la propriété du Client. Le Client sera responsable de tous les Services de gestion des rejets associés à ces matériaux, y compris toute mousse anti-incendie déchargée, conformément à toutes les lois applicables. JC ne sera pas responsable du test, de l'enlèvement ou de l'élimination de ces matières dangereuses. Le Client doit indemniser et tenir JC indemne de et contre toutes les réclamations, demandes ou dommages résultant en tout ou en partie de l'utilisation de ou de tout Service de gestion des rejets associé à des déchets dangereux, des matières dangereuses ou des matériaux de lutte contre les incendies, y compris la mousse anti-incendie rencontrée ou rejetée lors de l'exécution des Services.

16. Autres Services.

A. Service à distance Si le Client sélectionne le service à distance, le Client comprend et accepte que, bien que le service à distance fournisse à JC des communications concernant le système d'alarme incendie du Client via Internet, le service à distance ne constitue pas une télésurveillance du système, et il comprend que le service à distance ne comporte pas l'obligation pour JC de contacter le service d'incendie ou d'autres autorités en cas d'alarme incendie. Le Client comprend que s'il souhaite recevoir la télésurveillance de son système d'alarme incendie et la notification du service d'incendie ou d'autres autorités en cas d'alarme incendie, il doit sélectionner les services de télésurveillance comme un service distinct en vertu du présent contrat. **LE CLIENT COMPREND EN OUTRE ET CONVIENT QUE LES MODALITÉS DE L'ARTICLE 17.F DE CE CONTRAT S'APPLIQUENT AU SERVICE À DISTANCE.**

B. Services d'alarme incendie connectés. Les services d'alarme d'incendie connectés désignent une plate-forme logicielle d'analyse de données et de surveillance qui utilise une connexion cellulaire ou réseau pour recueillir des données sur les performances de l'équipement couvert d'un Client pour le système d'alarme incendie du Client, selon le cas, pour aider JC en conseillant le Client sur la santé, les performances ou le dysfonctionnement potentiel de cet équipement. Les services d'alarme incendie connectés sont collectivement les services d'équipement connecté. Si le Client a acheté des services d'alarme incendie connectés sur tout équipement couvert, le Client accepte de permettre à JC d'installer des capteurs de diagnostic et du matériel de communication (« périphérique de passerelle ») ou le Client fournira une connexion réseau appropriée pour permettre la communication avec l'équipement couvert du Client afin que JC fournisse les services connectés. Pour plus d'informations sur si votre équipement particulier comprend des d'alarme incendie connectés, un abonnement à ces services et le coût, le cas échéant, d'un tel abonnement, veuillez consulter votre commande, devis, proposition ou documentation d'achat ou parlez à votre représentant commercial JC. Pour certains abonnements, le Client pourra accéder aux informations sur l'équipement à partir d'un appareil mobile ou intelligent à l'aide de l'application mobile ou Web du service. Le dispositif de passerelle sera utilisé pour accéder, stocker et afficher des données de tendance dans le but de fournir des services. L'entreprise n'utilisera pas les services d'alarme incendie connectés pour faire fonctionner à distance ou apporter des modifications à l'équipement du Client. Si la connexion est déconnectée par le Client et qu'un technicien doit être envoyé sur le site du Client, le Client paiera JC au tarif JC en vigueur au contrat d'heures normales et/ou supplémentaires pour ces services.**JC n'offre aucune garantie relative aux services d'alarme d'incendie connectés. Le Client reconnaît que, bien que les services d'alarme incendie connectés améliorent généralement les performances et les services de l'équipement, ces services n'empêchent pas tout dysfonctionnement potentiel, n'assurent pas toute perte ou ne garantissent un certain niveau de performance et que JC ne sera pas responsable des blessures, perte ou dommage causé par tout acte ou omission de JC lié ou résultant des notifications proactives de santé de l'équipement dans le cadre des services d'équipement**

connecté. Le Client comprend que s'il souhaite recevoir la surveillance de son système d'alarme incendie et une notification du service d'incendie ou d'autres autorités en cas d'alarme, il doit sélectionner les services de surveillance en tant que service distinct en vertu du présent contrat. LE CLIENT COMPREND ET ACCEPTE EN OUTRE QUE LES TERMES DE LA SECTION 17.F DU PRÉSENT CONTRAT19 (LOGICIELS ET SERVICES NUMÉRIQUES) S'APPLIQUENT AUX SERVICES D'ALARME INCENDIE CONNECTÉS.En cas de conflit entre ces conditions et les conditions du logiciel, les conditions du logiciel prévaudront.

C. Tableaux de bord et applications de mobilité les services d'alarme d'incendie connectés. Si le Client a acheté des services d'alarme incendie connectés, le Client peut utiliser le ou les tableaux de bord et les applications de mobilité de JC, selon le cas, pendant la durée du contrat, conformément aux conditions d'utilisation alors applicables. Les conditions du tableau de bord se trouvent sous www.johnsoncontrols.com/techterms.

17. Services de télésurveillance. Si le Client a sélectionné des Services de télésurveillance, les modalités suivantes s'appliquent à ces Services:

A. Service de télésurveillance d'alarme. Le Client accepte et reconnaît que la seule et unique obligation de JC en vertu du présent contrat sera de fournir des Services de télésurveillance ou de notification d'alarme ou de coursier conformément au présent contrat et de s'efforcer d'informer les parties identifiées par le Client sur la Liste d'appels (« Contacts ») ou Numéros d'acheminement d'urgence locale aux autorités répondantes. Dès réception d'un signal d'alarme, JC peut, à notre seule discrétion, tenter d'informer les Contacts pour vérifier que le signal n'est pas faux. Si nous ne parvenons pas à aviser les personnes-ressources ou si la réponse que nous recevons nous semble douteuse, nous tenterons d'aviser l'autorité répondante. Au cas où JC recevrait un signal de télésurveillance ou un signal de dérangement, JC s'efforcera d'informer rapidement l'un des Contacts. JC ne sera pas responsable du refus d'un Contact ou d'une autorité répondante de reconnaître / répondre aux notifications de réception d'un signal d'alarme par JC, et JC ne sera pas tenue de faire des notifications supplémentaires à cause d'un tel refus. Les Contacts sont autorisés à agir au nom du Client et, s'ils sont désignés sur la liste d'appels/de contacts, sont autorisés à annuler une alarme avant la notification des autorités. Le Client comprend que les lois, ordonnances ou politiques locales peuvent restreindre la capacité de JC à fournir les Services de télésurveillance et de notification d'alarme décrits dans le présent contrat ou nécessiter des services modifiés ou supplémentaires et des frais connexes au Client. Le Client comprend que JC peut utiliser un certain nombre de mesures reconnues par l'industrie pour aider à réduire les occurrences d'activation des signaux suite à de fausses alarmes. Ces mesures peuvent inclure la mise en œuvre de paramètres par défaut reconnus par l'industrie; la mise en œuvre de procédures de «contournement partiel défini » à notre centre de télésurveillance des alarmes et d'autres mesures similaires, à notre seule discrétion, de temps à autre. CES MESURES PEUVENT ENTRAINER L'ABSENCE DE SIGNAL D'ALARME D'UNE ZONE D'ALARME DANS LES LIEUX DU CLIENT APRÈS L'ACTIVATION DE L'ALARME INITIALE JUSQU'À CE QUE LE SYSTÈME D'ALARME SE RÉINITIALISE MANUELLEMENT. Dès réception de la notification de JC indiquant qu'un signal de détection d'incendie ou de détection de gaz (par exemple de monoxyde de carbone) a été reçu, l'autorité répondante peut pénétrer de force dans les lieux. La supervision des essais des unités de radio cellulaire, si elle est prévue par le présent contrat, fournit uniquement l'état de la capacité de signalisation actuelle de l'unité de radio cellulaire au moment de la communication des essais à certains intervalles programmés et ne permet pas de détecter la perte potentielle du service radio au moment d'une situation d'urgence réelle. JC ne sera pas responsable de fournir des Services de télésurveillance en vertu du présent contrat, à moins et jusqu'à ce que le lien de communication entre les lieux du Client et le Centre de télésurveillance de JC ait été testé. **CES SERVICES SONT FOURNIS SANS GARANTIE, EXPLICITE OU IMPLICITE, Y COMPRIS TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE OU D'ADAPTATION À UN USAGE PARTICULIER.**

B. Limites de responsabilité. Limites de recours. Le Client comprend que JC offre plusieurs types de Services de télésurveillance et que le type décrit a été choisi par le Client après avoir considéré et pesé les différents types de protection offerts et les coûts connexes. Il est entendu et convenu par le Client que JC n'est pas un assureur et que la couverture d'assurance, le cas échéant, doit être obtenue par le Client et que les montants payables à JC sont basés sur la valeur des Services de télésurveillance et l'étendue de la responsabilité de JC aux termes du présent contrat et n'ont aucun lien avec la valeur de la propriété du Client et celle d'autres personnes situées sur les lieux. Le Client s'engage à se tourner exclusivement vers l'assureur du Client pour recouvrer les dommages corporels ou matériels en cas de perte ou de blessure et le Client libère et renonce à tout droit de recouvrement contre JC par subrogation. JC ne donne aucune garantie ou garantie, y compris toute garantie implicite de qualité marchande ou d'adaptation à un usage particulier ou que les équipements ou Services fournis par JC détecteront ou éviteront les événements ou les conséquences que l'équipement ou les Services ont été conçus pour détecter ou prévenir. Il est peu pratique et extrêmement difficile de réparer les dommages réels, le cas échéant, qui pourraient résulter de l'incapacité de la part de JC à exécuter l'une quelconque de ses obligations de télésurveillance en vertu du présent contrat. En conséquence, le Client accepte que JC soit exonérée de toute responsabilité pour toute perte, dommage ou blessure découlant directement ou indirectement d'événements, ou de leurs conséquences, que l'équipement ou le Service a été conçu pour détecter ou éviter. Si JC est déclarée responsable de toute perte, dommage ou blessure en vertu d'une quelconque théorie juridique en raison d'une défaillance de l'équipement, du système ou des services à quelque égard que ce soit, la responsabilité de JC à l'égard des Services de télésurveillance sera limitée au moindre des frais annuels pour les Services de télésurveillance attribuables au site où l'incident est survenu ou de deux mille cinq cents (2 500 $) dollars, à titre de dommages-intérêts et non de pénalité, comme seul recours du Client. Cette somme est complète et exclusive. JC NE PEUT EN AUCUN CAS ÊTRE TENUE RESPONSABLE DE TOUT DOMMAGE, PERTE, BLESSURE OU TOUTE AUTRE RÉCLAMATION DÉCOULANT DE SERVICES, MODIFICATIONS, CHANGEMENTS, ALTÉRATIONS OU MOUVEMENTS DU(DES) SYSTÈME(S) COUVERT(S), TEL QU'INDIQUÉ CI-APRÈS, OU DE L'UNE DE SES COMPOSANTES PAR LE CLIENT OU TOUT TIERS. Dans les limites autorisées par la loi, en aucun temps JC, ses sociétés affiliées et leur personnel, fournisseurs et vendeurs respectifs ne pourront être tenus responsables envers le Client ou un tiers, peu importe la cause d'action ou de responsabilité, de: (a) dommages spéciaux, indirects ou punitifs; (b) la perte de bénéfices, de revenus, de données, d'opportunités Clients, d'affaires, d'épargne ou de profits anticipés; (c) l'interruption commerciale; ou (d) la perte de données ou autres pertes résultant de virus, rançongiciel, cyber-attaques ou défaillances ou interruptions de systèmes de réseau, même s'ils ont été avisés de la possibilité de tels dommages. JC NE SERA PAS RESPONSABLE DES DOMMAGES INDIRECTS, ACCESSOIRES OU CONSÉCUTIFS DE QUELQUE NATURE QUE CE SOIT, Y COMPRIS, MAIS SANS S'Y LIMITER, LES DOMMAGES RÉSULTANT DE L'UTILISATION, DE LA PERTE D'UTILISATION, DE LA PERFORMANCE OU DE LA DÉFAILLANCE DU OU DES SYSTÈMES COUVERTS. Les limites de responsabilité énoncées dans le présent contrat bénéficieront à tous les sociétés mères, filiales et affiliés de JC, qu'elles soient directes ou indirectes, et aux employés, agents, dirigeants et administrateurs de JC.

C. Indemnité. Assurance. Le Client s'engage à indemniser, tenir indemne et défendre JC contre toutes pertes, dommages, coûts, y compris les honoraires d'experts et les frais, y compris les frais de défense raisonnables, découlant de toute réclamation de tiers pour blessures corporelles, décès, dommages matériels ou perte économique résultant d'un acte ou d'une omission du Client ou de JC concernant les Services de télésurveillance fournis dans le cadre du présent contrat, que ces réclamations soient fondées sur un contrat, une garantie ou une responsabilité délictuelle (y compris mais non exclusivement), la responsabilité stricte ou autre. JC se réserve le droit de choisir un avocat pour le représenter dans une telle action. Le Client doit nommer JC, ses dirigeants, employés, agents, sous-traitants, fournisseurs et représentants en tant qu'assurés supplémentaires sur les polices responsabilité civile générale et responsabilité automobile du Client.

D. Pas de modification. La modification des articles 17 B ou C ne peut être faite que par une modification écrite du présent contrat signée par les deux parties mentionnant spécifiquement les sections 17 B ou C, et aucune modification ne sera effective sans l'approbation du directeur du Centre de télésurveillance JC.

E. Tâches du Client. En plus de l'obligation du Client d'indemniser, de tenir indemne et de défendre JC en vertu du présent article 17:

i.Le Client s'engage à fournir les noms et numéros de téléphone de toutes les personnes autorisées à entrer ou rester dans les lieux du Client ou qui doivent être notifiées en cas d'alarme (liste d'appels/de contacts) et les numéros d'acheminement d'urgence locale et fournir toutes les révisions et modifications de ce qui précède à JC par écrit en temps opportun. Le Client doit s'assurer que toutes ces personnes sont autorisées et capables de répondre à cette notification.

ii. Le Client doit soigneusement et correctement tester et mettre en place le système immédiatement avant la sécurisation des lieux et tester soigneusement le système de la manière prescrite par JC pendant la durée du présent contrat. Le Client convient qu'il est responsable de toute perte ou dommage résultant d'un dysfonctionnement, d'une mauvaise communication ou d'une défaillance du système du Client à manipuler, traiter ou communiquer avec précision les données de date. Si un défaut de fonctionnement du Système se produit, ou en cas de panne de courant, d'interruption du service téléphonique, ou toute autre interruption dans les lieux du Client de la transmission de signaux ou de données par tout support, le Client doit en informer immédiatement JC. Si la détection de mouvement (c'est-à-dire ultrasons, micro-ondes, infrarouge, etc.) fait partie du Système, le Client doit tester le Système de la manière recommandée par JC.

iii. Lorsqu'un dispositif ou une protection est utilisé, y compris la détection de mouvement, qui peut être affectée par la turbulence de l'air, un changement d'espace occupé ou d'autres perturbations, les souffleries d'air, les climatiseurs, les avertisseurs sonores, les animaux et autres sources de turbulence de l'air ou de mouvements pouvant interférer avec l'efficacité du Système pendant les périodes de fermeture du système d'alarme, le Client doit en informer JC.

iv. Le Client doit rapidement réinitialiser le Système après toute activation.

v. Le Client doit informer JC de tout remodelage ou autre modification des lieux protégés pouvant affecter le fonctionnement du système.

vi. Le Client coopérera avec JC dans l'installation, l'exploitation ou la maintenance du système et s'engage à suivre toutes les instructions et procédures qui peuvent être prescrites pour l'exploitation du système, la fourniture de services et la fourniture de la sécurité pour les lieux.

vii. Le Client doit payer tous les frais facturés par tout fournisseur de téléphone ou de communication ou autre service public pour l'installation, la location et les frais de service des lignes téléphoniques reliant les lieux du Client à JC. Le Client reconnaît que les signaux d'alarme du Client vers JC sont transmis sur le téléphone ou autre service de transmission du Client et que, dans le cas où le téléphone ou autre service de transmission est hors service, déconnecté, suspendu ou autrement interrompu, le système d'alarme ne sera pas reçu par JC, lors d'une telle interruption du service téléphonique ou autre service de transmission et l'interruption ne sera pas connue par JC. Le Client convient que dans le cas où l'équipement ou le système transmet en continu des signaux que JC détermine raisonnablement qu'ils sont faux ou excessifs, le Client sera soumis aux coûts et frais supplémentaires encourus par JC pour la réception ou la réponse à ces signaux ou JC peut, à sa seule discrétion, résilier le présent contrat en ce qui concerne les Services de télésurveillance sur notification au Client.

F. Installations de communication.

i. Autorisation. Le Client autorise JC à demander au nom du Client des services, travaux ou de l'équipement auprès d'un fournisseur de téléphonie ou de données sans fils ou autre fournisseur de services de télécommunication ou de transmission de signaux ou d'installation reliées en vertu de ce contrat (« Fournisseurs de téléphonie »). Si un service, un équipement ou une installation d'un tiers est nécessaire pour exécuter les services de télésurveillance définis dans le présent contrat, et si ces derniers sont résiliés ou deviennent indisponibles ou impraticables, JC peut mettre fin aux Services de télésurveillance sur avis au Client.

ii. Transmetteur numérique. Le Client comprend qu'un transmetteur numérique (DACT), s'il est installé en vertu du présent contrat, utilise des lignes téléphoniques traditionnelles pour envoyer des signaux qui éliminent le besoin d'une ligne téléphonique dédiée et les coûts associés à ces lignes dédiées.

iii. Canal local dérivé. Les services de Fournisseurs de téléphonie fournis au Client dans le cadre des Services peuvent inclure un service de Canal Local Dérivé. Ce service peut être fourni sous les marques de commerce ou les noms des Fournisseurs de téléphonie. Ces services comprennent la fourniture de lignes, transit de signaux, de balayage et de transmission. Le Client accepte que la responsabilité des Fournisseurs de téléphonie est limitée dans la même mesure que la responsabilité de JC est limitée conformément au présent article 18.

iv. LE CLIENT CONVIENT QUE JC NE RECEVRA PAS DE SIGNAUX D'ALARME LORSQUE LA LIGNE TÉLÉPHONIQUE OU UN AUTRE MODE DE TRANSMISSION N'EST HORS SERVICE, COUPE OU ENDOMMAGE OU SI LE SYSTÈME D'ALARME N'EST PAS EN MESURE DE RECEVOIR, DE TRANSMETTRE OU DE MAINTENIR UN SIGNAL D'ALARME AVEC LE SERVICE TÉLÉPHONIQUE DU CLIENT POUR QUELQUE RAISON, Y COMPRIS UNE PANNE DU RÉSEAU OU UN AUTRE PROBLÈME DE RÉSEAU, TEL QUE LA CONGESTION OU L'ARRÊT DE LA CONNEXION RÉSEAU, DES PROBLÈMES DE ROUTAGE OU L'INSTABILITÉ DE LA QUALITÉ DU SIGNAL. LE CLIENT CONVIENT QU'IL EXISTE D'AUTRES CAUSES POTENTIELLES DE DÉFAILLANCE RELATIVEMENT A CERTAINS SERVICES TÉLÉPHONIQUES (Y COMPRIS, CERTAINS TYPES DE DSL, ADSL, VOIX SUR IP, TÉLÉPHONE NUMÉRIQUE, TÉLÉPHONE UTILISANT UN PROTOCOLE INTERNET OU UN AUTRE INTERFACE INTERNET OU UN SERVICE RADIO, Y COMPRIS LA RADIO CELLULAIRE OU PRIVÉE, ETC. (« SERVICE TÉLÉPHONIQUE NON TRADITIONNEL ») TELLES QUE: (1) LA PERTE D'ALIMENTATION ÉLECTRIQUE NORMALE DES LIEUX DU CLIENT (LA BATTERIE DE SECOURS DU PANNEAU D'ALARME N'ALIMENTE PAS LE SERVICE TÉLÉPHONIQUE); ET (2) DÉFAILLANCE ÉLECTRONIQUE TELLE QU'UN MAUVAIS FONCTIONNEMENT DE MODEM. LE CLIENT COMPREND QUE JC VÉRIFIERA LA COMPATIBILITÉ INITIALE DU SYSTÈME D'ALARME DU CLIENT AVEC UN SERVICE TÉLÉPHONIQUE NON TRADITIONNEL SEULEMENT AU MOMENT DE LA CONNEXION INITIALE AU CENTRE DE TÉLÉSURVEILLANCE DE JC ET QU'UN CHANGEMENT DE FORMAT DE DONNÉES DU SERVICE TÉLÉPHONIQUE DU CLIENT APRÈS LA VÉRIFICATION INITIALE DE LA COMPATIBILITÉ POURRAIT FAIRE EN SORTE QUE LE SERVICE TÉLÉPHONIQUE DU CLIENT NE SOIT PLUS EN MESURE DE TRANSMETTRE LES SIGNAUX D'ALARME AUX CENTRES DE TÉLÉSURVEILLANCE DE JC. SI JC DÉTERMINE A SON ENTIÈRE DISCRÉTION QUE LE SERVICE TÉLÉPHONIQUE EST COMPATIBLE, JC PERMETTRA AU CLIENT D'UTILISER LE SERVICE TÉLÉPHONIQUE NON TRADITIONNEL COMME LA SEULE MÉTHODE DE TRANSMISSION DES SIGNAUX D'ALARME, BIEN QUE LE CLIENT COMPREND QUE JC RECOMMANDE D'UTILISER UNE MÉTHODE DE COMMUNICATION SUPPLÉMENTAIRE POUR CONNECTER LE SYSTÈME D'ALARME DU CLIENT AU CENTRE DE TÉLÉSURVEILLANCE, QUEL QUE SOIT LE TYPE DE SERVICE TÉLÉPHONIQUE UTILISE. LE CLIENT COMPREND ÉGALEMENT QUE SI JC DÉTERMINE, A SON ENTIÈRE DISCRETION, QUE LE SERVICE TÉLÉPHONIQUE NON TRADITIONNEL DU CLIENT N'EST PAS COMPATIBLE OU QU'IL LE DEVIENT PLUS TARD, OU SI LE CLIENT CHANGE POUR UN SERVICE TÉLÉPHONIQUE NON TRADITIONNEL NON COMPATIBLE, JC POURRA DEMANDER QUE LE CLIENT UTILISE UNE AUTRE MÉTHODE DE COMMUNICATION ACCEPTABLE A JC COMME MÉTHODE PREMIÈRE DE CONNEXION DU SYSTÈME D'ALARME DU CLIENT AU CENTRE DE TÉLÉSURVEILLANCE. LE CLIENT COMPREND QUE LA TRANSMISSION DE SIGNAUX D'ALARME INCENDIE AU MOYEN D'UNE LIGNE TÉLÉPHONIQUE TRADITIONNELLE PEUT NE PAS ÊTRE CONFORME AUX STANDARDS D'ALARME INCENDIE OU A CERTAINS CODES D'INCENDIE LIEUX, ET QUE C'EST L'OBLIGATION DU CLIENT DE SE CONFORMER AUX STANDARDS ET CODES. LE CLIENT COMPREND ÉGALEMENT QUE SI LE SYSTÈME D'ALARME EST DOTE D'UNE FONCTIONNALITÉ PERMETTANT DE DÉTECTER UNE COUPURE DE LIGNE, IL SE PEUT QU'IL NE DÉTECTE PAS SI UNE LIGNE DE SERVICE TÉLÉPHONIQUE NON TRADITIONNELLE EST COUPÉE OU INTERROMPUE, ET QUE JC PEUT NE PAS ÊTRE EN MESURE DE FOURNIR CERTAINS SERVICES DE TÉLÉSURVEILLANCE AUXILIAIRES PAR LE BIAIS D'UNE LIGNE OU D'UN SERVICE TÉLÉPHONIQUE NON TRADITIONNEL. LE CLIENT COMPREND EN OUTRE QUE LE PANNEAU D'ALARME NE PAS ÊTRE EN MESURE DE SAISIR LA LIGNE DE TÉLÉPHONE POUR TRANSMETTRE UN SIGNAL D'ALARME SI UNE AUTRE CONNEXION EST DÉSACTIVÉE EN RAISON D'UNE CONNEXION INAPPROPRIÉE OU AUTRE.

G. Vérification; Service de coursier. Certaines juridictions peuvent exiger une vérification d'alarme par téléphone ou une vérification sur place (service de coursier) avant d'envoyer les services d'urgence. Dans l'éventualité où une exigence de vérification d'alarme entrerait en vigueur après la date du présent contrat, ces services pourraient être disponibles moyennant des frais supplémentaires. JC ne pourra être tenu responsable de tout retard ou défaut d'envoi des services d'urgence résultant d'une telle vérification. Lorsque le service de coursier est indiqué, ces services peuvent être fournis par un tiers. JC NE PROCÈDERA PAS À L'ARRESTATION ET NE DÉTIENDRA AUCUNE PERSONNE.

18. Garantie limitée. JC GARANTIT QUE LA MAIN D'OEUVRE ET LES MATÉRIAUX, À L'EXCLUSION DES SERVICES DE TÉLÉSURVEILLANCE, FOURNIS AUX TERMES DU PRÉSENT CONTRAT SERONT EXEMPTS DE TOUT VICE PENDANT UNE PÉRIODE DE QUATRE-VINGT-DIX (90) JOURS À PARTIR DE LA DATE DE LEUR FOURNITURE. Les produits et équipements de tiers installés ou fournis par JC ne sont pas garantis par JC. Ces produits et équipements sont fournis avec la garantie du fabricant tiers dans la mesure du possible, et JC cèdera les bénéfices de la garantie de ce fabricant au Client, sujet aux exclusions. SAUF DANS LA MESURE EXPRESSÉMENT STIPULÉE AUX PRÉSENTES, JC DÉCLINE TOUTE GARANTIE, EXPLICITE OU IMPLICITE, Y COMPRIS, TOUTE GARANTIE IMPLICITE DE QUALITÉ MARCHANDE OU D'ADAPTATION À UN USAGE PARTICULIER CONCERNANT LES SERVICES FOURNIS OU LES PRODUITS, SYSTÈMES OU ÉQUIPEMENTS VISÉS PAR LES PRÉSENTES, LE CAS ÉCHÉANT. JC ne fait aucune représentation ou garantie quant à la protection des services, produits, logiciels ou produits ou logiciels de tiers contre les cyber-attaques, le piratage ou toute autre activité malveillante similaire ou détectera la présence de, ou éliminera, traitera ou atténuera la transmission, la propagation ou l'épidémie de tout pathogène, maladie, virus ou autre contagion, y compris le Covid 19. Sauf entente écrite des parties, tout support technique, assistance ou conseil ("Support technique") fourni par JC, tels que des suggestions quant à la conception ou si les produits conviennent à l'usage prévu par le Client, est fourni de bonne foi, mais le Client reconnaît et accepte que JC n'est pas le concepteur, l'ingénieur ou l'installateur. Toute assistance technique est fournie à titre informatif uniquement et ne doit pas être interprétée comme une représentation ou une garantie, expresse ou implicite, concernant la sélection, l'utilisation ou l'application appropriées des produits. Le Client assume la responsabilité exclusive de déterminer si les produits fournis par JC sont adaptés à l'application prévue et tous les risques et responsabilités, qu'ils soient contractuels, délictuels ou autres, liés à son application et à l'utilisation des produits.

19. Logiciel et services numériques. Services activés par le numérique. Données. Si JC fournit des Services numériques en vertu du présent contrat, ces Services numériques nécessitent la collecte, le transfert et le traitement de données relatives aux bâtiments, équipements, séries chronologiques du système et autres données vers les applications logicielles hébergées dans l'infonuagique de JC. Le Client consent et accorde à JC le droit de collecter, transférer, traiter et utiliser ces données pour permettre à JC et à ses sociétés affiliées et agents de fournir, maintenir, protéger, développer et améliorer les services numériques et les produits et services de JC. Le Client reconnaît que, bien que les services numériques améliorent généralement les performances et les services de l'équipement, les services numériques n'empêchent pas tout dysfonctionnement potentiel, n'assurent pas toute perte ou ne garantissent pas un certain niveau de performance. Le Client sera seul responsable de l'établissement, de l'exploitation, de la maintenance, de l'accès, de la sécurité et des autres aspects de son réseau informatique ("Réseau"), protégera de manière appropriée le matériel et les produits connectés au Réseau et fournira à JC un accès sécurisé au Réseau pour fournir ces Services numériques. Tels qu'utilisés dans les présentes, les « services numériques » désignent les services fournis ci-dessous qui utilisent les logiciels JC et l'équipement connexe installés dans les installations du Client et les offres logicielles et outils hébergés dans l'infonuagique de JC pour améliorer, développer et activer ces services. Le service numérique peut inclure (a) l'entretien et l'inspection à distance, (b) la détection et le diagnostic avancés des pannes d'équipement, et (c) le tableau de bord des données et les rapports sur l'état de santé. Si le Client accède et utilise les logiciels utilisés pour fournir les Services numériques, les Conditions du Logiciel (définies ci-dessous) régiront cet accès et cette utilisation.

20. Solutions numériques. L'utilisation, la mise en œuvre et le déploiement du logiciel et des produits logiciels hébergés (« logiciel ») offerts en vertu des présentes modalités sont soumis aux règles standard de JC pour ces logiciels et les services professionnels liés aux logiciels en vigueur de temps à autre sur https. : //www.johnsoncontrols.com/techterms (collectivement, les « modalités des logiciels »). Plus précisément, l'entente de licence de logiciel de JC définie sous www.johnsoncontrols.com/buildings/legal/digital/generaleula régit l'accès et l'utilisation des logiciels installés dans les locaux ou les systèmes du Client et les conditions d'utilisation de JC définies sous www.johnsoncontrols.com/buildings/legal/digital/generaltos régissent l'accès et l'utilisation des produits logiciels hébergés. Les modalités des logiciels applicables sont incorporées aux présentes par cette référence. Outre le droit d'utiliser le logiciel tel que défini dans les modalités des logiciels, JC et les détenteurs de licence se réservent tous les droits, titres et intérêts (y compris tous les droits de propriété intellectuelle) sur le logiciel et les améliorations apportées au logiciel. Le logiciel fait l'objet d'une licence conformément aux modalités du logiciel et n'est pas vendu. En cas de conflit entre les modalités des présentes et les modalités du logiciel, les modalités du logiciel prévalent et régissent les droits et responsabilités relatifs au logiciel, à sa mise en œuvre et à son déploiement et à toute amélioration de ceux-ci. Nonobstant toute autre disposition du présent contrat et sauf accord contraire écrit des parties, les conditions suivantes s'appliquent au Logiciel fourni au Client sur la base d'un abonnement (c'est-à-dire une licence ou un droit d'utilisation limité dans le temps), (chacun un « Abonnement Logiciel ») : chaque Abonnement Logiciel fourni ci-dessous commencera à la date à laquelle les informations d'identification initiales pour le logiciel sont mises à disposition (la "date de début de l'abonnement") et restera en vigueur jusqu'à l'expiration de la durée d'abonnement indiquée dans les présentes. À l'expiration de l'Abonnement Logiciel, cet abonnement sera automatiquement renouvelé pour des périodes consécutives d'un (1) an (chacune une « durée de renouvellement de l'abonnement »), à moins que l'une des parties ne fournisse à l'autre partie un avis de non-renouvellement d'au moins quatre-vingt-dix (90) jours avant l'expiration du terme alors en cours. Dans la mesure permise par la loi applicable, les achats d'Abonnements Logiciels ne sont pas annulables et les sommes versées ne sont pas remboursables. Les frais d'Abonnement Logiciels seront payés annuellement à l'avance, facturés à la date de début de l'abonnement et à chaque anniversaire ultérieur de celle-ci. Sauf accord contraire écrit des parties, les frais d'abonnement pour chaque Période d'abonnement ou de renouvellement seront facturés au prix catalogue JC alors applicable pour cette offre d'Abonnement Logiciel. Toute utilisation du Logiciel qui dépasse la portée, les paramètres ou le volume énoncés dans le présent contrat sera soumise à des frais supplémentaires en fonction de la date à laquelle cette utilisation excessive a commencé.

21. Taxes, frais, amendes, licences et permis. Le Client accepte de payer toutes les taxes de vente, taxe d'utilisation, taxe foncière, taxe sur les services publics et autres taxes requises en rapport avec l'équipement et les Services énumérés, y compris les frais de ligne téléphonique de JC, le cas échéant. Le Client doit se conformer à toutes les lois et règlements relatifs à l'équipement et à son utilisation et payer rapidement toutes les taxes de vente, d'utilisation, foncière, d'accise et autres et tous les permis, licences et droits d'inscription imposés par un organisme gouvernemental sur l'équipement ou son utilisation. JC peut, sans préavis, obtenir tout permis, licence ou inscription requis pour le Client aux frais du Client et facturer des frais pour ce service. Si le Client ne conserve pas les licences ou permis requis, JC ne sera pas responsable de l'exécution des services et pourra mettre fin aux services sans en informer le Client.

22. Charges extérieures. Le Client comprend et accepte que JC décline spécifiquement toute responsabilité pour les frais associés à la notification ou l'envoi à quiconque, y compris aux pompiers, police, ambulanciers, médecins ou tout autre personnel d'urgence, et si des frais sont engagés à la suite de ladite notification ou de cette expédition, lesdits frais seront à la charge du Client.

23. Assurance Le Client nomme la JC ainsi que les dirigeants, les employés, les mandataires, les sous-traitants, les fournisseurs et les représentants de celle-ci à titre d'assurés supplémentaires dans ses polices d'assurance de responsabilité civile et d'assurance-responsabilité automobile.

24. Renonciation à la subrogation. Le Client, pour lui-même et toutes les autres parties réclamant sous son chef, libère et donne quittance à JC de tous les risques couverts par l'assurance du Client, étant expressément convenu qu'aucun assureur ou JC n'aura un droit de subrogation contre JC.

25. Force Majeure.JC ne sera pas responsable, ni en cas de manquement ou de manquement à ses obligations en vertu du présent contrat, pour les retards, interruptions, défauts de prestation de services ou tout autre manquement de JC à s'acquitter d'une obligation en vertu du présent contrat, lorsque ce retard, interruption ou manquement est causé, en tout ou en partie, directement ou indirectement, par un cas de force majeure. Un « événement de force majeure » est une condition ou un événement qui échappe au contrôle raisonnable de JC, qu'il soit prévisible ou imprévisible, y compris, sans s'y limiter, les catastrophes naturelles, les intempéries (y compris, mais sans s'y limiter, les ouragans, les tornades, les tempêtes de neige ou les pluies torrentielles), les incendies de forêt, les inondations, les tremblements de terre, les perturbations sismiques ou autres catastrophes naturelles, les actes ou omissions de toute autorité gouvernementale (y compris la modification de toute loi ou réglementation applicable), les épidémies, les pandémies, les maladies, les virus, quarantaines ou autres risques de santé publique et/ou réponses à ceux-ci, condamnations, grèves, lock-out, conflits de travail, augmentation de 5 % ou plus des tarifs ou autres droits d'accise pour les matériaux à utiliser sur le projet, incendies, explosions ou autres pertes, vols, vandalisme, troubles civils, insurrection, violence populaire, émeutes, guerre ou autre conflit armé (ou la menace grave de ceux-ci), actes de terrorisme, pannes d'électricité, interruptions ou dégradations des télécommunications, des ordinateurs , réseau ou systèmes de communications électroniques, violation de données, cyberattaques, ransomware, indisponibilité ou pénurie de pièces, matériaux, fournitures ou transport, ou toute autre cause ou accident hors du contrôle raisonnable de JC. Si l'exécution des travaux par JC est retardée, affectée ou empêchée par un événement de force majeure ou ses effets continus, JC sera dispensée de l'exécution en vertu du contrat. Sans limiter la généralité de ce qui précède, si JC est retardée dans la réalisation d'une ou plusieurs des étapes prévues dans le contrat en raison d'un cas de force majeure, JC sera en droit de prolonger la date d'achèvement pertinente du temps pendant lequel JC a été retardée en raison de l'événement de force majeure, plus le temps supplémentaire qui peut être raisonnablement nécessaire pour surmonter l'effet du retard. Dans la mesure où l'événement de force majeure augmente directement ou indirectement le coût de l'entreprise pour exécuter les services, le Client est tenu de rembourser à l'entreprise ces coûts accrus, y compris, sans s'y limiter, les coûts engagés par l'entreprise pour la main-d'œuvre supplémentaire, le stockage des stocks, les frais d'expédition accélérés, les frais de location de remorque et d'équipement, les frais de sous-traitant, le respect des exigences de vaccination ou d'autres coûts et dépenses engagés par l'entreprise dans le cadre de l'événement de force majeure.

26. Exclusions Le présent contrat exclut expressément les essais, l'inspection et la réparation de détecteurs à tubes, de détecteurs de faisceau et de matériel UV/IR; la fourniture de personnel de surveillance; le dégagement d'obstructions par la glace; la vidange de canalisations à pente impropre; les batteries; la recharge de systèmes de suppression de produits chimiques; la recharge, la mise à niveau ou l'entretien de logiciels informatiques; les réparations et les remplacements rendus nécessaires en raison d'une négligence ou d'un usage abusif des composantes ou du matériel ou de modifications apportées aux lieux du Client, ou causés par du vandalisme, la corrosion (y compris la corrosion provoquée par des micro bactéries), les cartouches de plus de 16 grammes, une panne de courant, une fluctuation du courant, une panne attribuable à une installation n'ayant pas été faite par JC, la foudre, un orage électrique ou d'autres situations de temps violent, l'eau, un accident, un incendie, un cas de force majeure ou toute autre cause non liée aux systèmes visés et JC ne sera pas tenue de fournir le Service pendant cette interruption de service dû à l'une des causes précitées. Le présent contrat ne vise pas les mises à niveau des systèmes ou le remplacement de systèmes, de matériel, de composantes ou de pièces désuètes, qu'elle exclut expressément. Toutefois, ces services pourraient être fournis par JC, à son entière discrétion, moyennant des frais supplémentaires. Si des services d'intervention en cas d'urgence sont expressément inclus dans la rubrique « Description des services », le prix prévu dans le contrat ne comprend pas les frais de déplacement.

27. Délais. JC n'est pas responsable des retards ou des omissions dans la prestation des services causés par des événements indépendants de sa volonté, notamment une pénurie de matériaux, un arrêt de travail, des incendies, une désobéissance civile ou de l'agitation, du temps violent ou tout autre motif indépendant de sa volonté.

28. Résiliation. JC peut résilier le présent contrat sur-le-champ, à son entière discrétion, dès la survenance d'un des cas de défaut décrits ci-après. J Si l'exécution de ses obligations par JC devient irréalisable en raison de l'obsolescence ou de l'indisponibilité des systèmes, équipements ou produits (y compris les composants et/ou matériaux) ou parce que JC ou son ou ses fournisseurs ont interrompu la fabrication ou la vente de l'équipement et/ou des produits ou ne sont plus en activité de fournir les Services, JC peut résilier le présent contrat, ou les parties concernées, à sa seule discrétion sur notification au Client. JC peut résilier le présent contrat, ou les parties concernées, à sa seule discrétion moyennant notification au Client si l'exécution de ses obligations par JC est interdite en raison de modifications des lois, réglementations ou codes applicables.

29. Non-sollicitation Le Client ne peut, directement ou indirectement, en son nom ou au nom d'une autre personne, commerce, JC ou entité, solliciter ou embaucher aucun employé de JC ou inciter aucun employé de JC à quitter son emploi au sein de JC pour une période de deux ans après la résiliation de ce contrat.

30. Défaut Les événements suivants constituent un cas de défaut : (a) toute résiliation totale ou partielle du présent contrat par le Client avant l'expiration de la durée alors en cours; (b) le défaut du Client d'effectuer un paiement lorsque dû; (c) un abus du système ou du matériel; (d) le défaut du Client de respecter ou de se conformer à l'une des modalités du présent contrat; (e) la dissolution, la cessation des activités, l'insolvabilité ou la défaillance d'entreprise du Client. Au moment de la survenance d'un cas de défaut, JC peut exercer un ou plusieurs des recours suivants : (i) cesser de fournir les services; (ii) déclarer, au moyen de la remise d'un avis écrit au Client, que le solde des sommes impayées qui sont exigibles et qui le deviendront aux termes du présent contrat est exigible immédiatement; (iii) prendre immédiatement possession du matériel que le Client n'a pas encore payé; (iv) intenter un recours en justice pour obliger le Client à s'acquitter de ses obligations aux termes du présent contrat ou pour obtenir des dommages-intérêts en raison de la violation de celle-ci et (v) recouvrer tous les frais, y compris les honoraires d'avocats raisonnables, engagés afin de faire exécuter ou de tenter de faire exécuter le présent contrat.

31. Délai de prescription d'un an à l'égard des actions; lois applicables. Le présent contrat est régi et interprété conformément aux lois de l'Ontario, nonobstant toute règle de conflit de loi. JC aura seule en droit de déterminer si tout litige, dispute ou réclamation découlant de ou relatif au contrat ou à la violation de celui-ci, doit être soumis à un tribunal ou un arbitre. Le présent contrat sera régi et interprété conformément aux lois de l'Ontario, sans égard aux principes de conflits de loi, et le lieu exclusif pour tout litige ou arbitrage sera l'Ontario, Canada. Les parties renoncent à toute objection à la compétence exclusive du for spécifié, y compris toute objection fondée sur le forum *non conveniens*. Dans le cas où le litige serait soumise à un tribunal, JC et le Client conviennent par la présente de renoncer à leur droit à un procès devant jury. Dans le cas où le litige est soumis à l'arbitrage par JC, les frais d'arbitrage seront supportés à parts égales par les Parties, et la décision de l'arbitre peut être homologué par tout tribunal compétent. Si JC l'emporte dans toute action de recouvrement, le Client paiera tous les frais de recouvrement raisonnables de JC (y compris les frais et dépenses juridiques). Sauf dans les cas prévus ci-dessous, aucune réclamation ni cause d'action, connue ou inconnue, ne pourra être intentée par l'une des parties contre l'autre plus d'un an après la date à laquelle la créance a pris naissance. Les réclamations non soumises à la limite d'un an comprennent les réclamations pour non-paiement par le Client: (1) des montants payables en vertu du présente contrat, tels que les frais, prix et honoraires, (2) des montants résultant d'ordre de modification (approuvés ou non) et (3) des retards ou des problèmes de gestion ou d'inefficacité. Le Client paiera tous les frais de recouvrement raisonnables de JC (y compris les frais et dépenses juridiques).

32. Cession. Le présent contrat n'est pas cessible par le Client, sauf sur consentement écrit préalable de JC. aura le droit de céder le présent contrat, en tout ou en partie, ou de sous-traiter l'une de ses obligations en vertu du présent contrat sans préavis au Client.

33. Entente intégralell est de l'intention des parties que le présent contrat, ainsi que les annexes ou les addenda à celle-ci (collectivement, le « contrat »), constitue l'entente et les modalités de l'entente intégrale, définitive et exclusive intervenue entre elles. Le présent contrat remplace toutes les déclarations, ententes ou conventions, écrites ou verbales, données par les parties ou intervenues entre elles, et constitue les seules modalités aux termes desquelles le matériel et les services pourraient être vendus. Une renonciation à l'une ou l'autre des modalités du présent contrat ou une modification de celle-ci ne liera JC que si elle a été faite par écrit et signée par un représentant autorisé de JC.

34. Titres. Les titres de ce contrat sont pour fins de références seulement.

35. Disjonction. Si l'une ou l'autre des dispositions du présent contrat est jugée nulle ou non exécutoire, en totalité ou en partie, par un tribunal ou une autre autorité compétente, toutes les autres dispositions du présent contrat et le reste de la disposition touchée continueront d'être valides.

36. Médias électroniques. Le Client accepte que JC puisse numériser ou autrement convertir le présent contrat en un format électronique de toute nature. Le Client convient qu'une copie du présent contrat produite à partir de ce format électronique est juridiquement équivalente à l'original à toutes fins utiles, y compris les litiges.

37. Honoraires d'avocat. JC aura le droit de recouvrer auprès du Client tous les honoraires d'avocat raisonnables qu'elle aura engagés afin de mettre à exécution les modalités du présent contrat.

38. Sûretés. Nonobstant toute disposition contraire, les modalités du présent contrat sont soumises à la législation en matière de sûretés applicable au lieu où les travaux seront exécutés et, en cas de conflit, la législation applicable prévaudra.

39. Traitement des données. A. JC en tant qu'agent de traitement des données: lorsque JC agit effectivement en tant qu'agent de traitement des données personnelles au nom du Client (tels que ces termes sont définis dans le DPA), les conditions de www.johnsoncontrols.com/dpa s'appliquent. B.JC en tant que contrôleur: JC collectera, traitera et transférera certaines données personnelles du Client et de son personnel liées à la relation commerciale entre elle et le Client (par exemple les noms, adresses courriel, numéros de téléphone) en tant que responsable du traitement et conformément à l'avis de confidentialité de JC à https://www.johnsoncontrols.com/privacy. Le Client reconnaît la déclaration de confidentialité de JC et, strictement dans la mesure où son consentement est obligatoirement requis en vertu de la loi applicable, le Client consent à une telle collecte, traitement et transfert. Dans la mesure où le consentement à une telle collecte, traitement et transfert par JC est obligatoirement requis du personnel du Client en vertu de la loi applicable, le Client garantit et déclare avoir obtenu un tel consentement.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR
2023->2024

VENDOR NO.
4488

PURCHASE ORDER NUMBER
24A-0097
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:
07/01/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the Craig House as per contract # 80937224 / Proposal# CPQ-424722 Term 1-Aug-23 to 30-Jun-24	534.87	534.87 X
1	Each	Planned service agreement Monitoring Contract for the Craig house Contract# 80944075 / Proposal # CPQ-428633 Term 1-Oct-23 to 30-Sep-24	660.00	660.00 X
		7184/11-000-261-420-19-752-14- ($1,194.87)		$1,194.87

PO# 24A-0097 Hnd Chk No
Chk# 59269 Chk Date 09/22/2023
Vend Johnson Controls Fire Protection LP
Paid $660.00 Liq $660.00
Acct 11-000-261-420-19-752-14-

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Thomas Santiago — SIGNATURE
TSM — TITLE
7-21-23 — DATE

Is Your Company Incorporated? ☐ Yes ☐ No

80-0700676
FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The a... n on
DATE
PURC...
CHEC...

PO# 24A-0097 Hnd Chk No
Chk# 59269 Chk Date 09/22/2023
Vend Johnson Controls Fire Protection LP
Paid $534.87 Liq $534.87
Acct 11-000-261-420-19-752-14-

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

·Trayi·

Send To DISTRICT

Johnson Controls Fire Protection LP

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23649657	07-26-23	24A-0097

CONTRACT #	MODIFIER
80937224	R02-FEB-2023

PAYMENT TERMS
NET 30

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-47349141

Central Regional School District - Crai
House
509 FOREST HILLS PKWY
BAYVILLE NJ 08721-0000

Requestors Name: Ciccone, John

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
CENTRAL REGIONAL SCHOOL DISTRICT - CRAIG HOUSE-509 FORES	01-AUG-23	31-JUL-24

INVOICE NOTES:

This Is your Annual Invoice for the service agreement on the Fire Alarm for Central Regional School District - Craig House at 509 FOREST HILLS PKWY BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount - $534.87

Amount Of Current Invoice	-	$534.87
Sales Tax	-	$0.00
Total Amount Included	-	$534.87
Payment Received	-	$0.00

Total Amount Due ▶ **$534.87**

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23649657

DATE OF INVOICE
07-26-23

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
FIRE ALARM ESSENTIAL SERVICE OFFER	01-AUG-23	31-JUL-24	509 FOREST HILLS PKWY, , BAYVILLE, NJ	SYSTEM-FA-HONEYWELL PROG	1	HONEYWELL PROG SYSTEM	$534.87
				FA-HEAT DETECTOR	8	Heat Detector Restorable	
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	
				FA-NOTIFICATION APPL ADDR	9	Audio-Visual Unit Addressable	
				FA-PULL	3	Pull Station	
				FA-SMOKE SENS - W/HEAT/CO	9	Smoke Sensor w/Heat & CO Addressable	

Send To DISTRICT

Johnson Controls Fire Protection LP

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23734821	09-04-23	24A-0097

CONTRACT #	MODIFIER
80944075	R04-APR-2023

PAYMENT TERMS
NET 30

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-47349141

Central Regional School District - Crai
House
509 FOREST HILLS PKWY
BAYVILLE NJ 08721-0000

Requestors Name: Ciccone, John

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional School District - Craig House-509 FORES	01-OCT-23	30-SEP-24

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional School District - Craig House at 509 FOREST HILLS PKWY BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount - $660.00

Amount Of Current Invoice	-	$660.00
Sales Tax	-	$0.00
Total Amount Included	-	$660.00
Payment Received	-	$0.00

Total Amount Due ▶ **$660.00**

TERMS AND CONDITIONS OF SALE

1. Acknowledgement. Customer acknowledges and agrees that equipment or services provided pursuant to this invoice shall be provided pursuant to the terms and conditions hereof, unless otherwise provided pursuant to an executed agreement between the parties.

2. Payment. Payment shall be made in accordance with the terms designated on this invoice. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

3. Security Interest. Customer grants to Johnson Controls Fire Protection LP ("Company") and Company retains a security interest in all equipment shipped pursuant to this invoice and proceeds thereof until Customer shall have made full payment. In the event of Customer's failure to make payment of any amount when due, the entire balance shall become due and payable immediately. In case of default, Company shall have the right to take possession of the equipment immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said equipment. Customer shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without prior permission of Company.

4. Limited Warranty. **COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.**

5. No Acceptance. Issuance of this invoice shall not be construed as an acceptance of the terms or conditions of any Customer purchase order or like document, or any certification of any kind by Company.

6. Taxes. Customer shall pay any tax, however designated, levied or based.

7. General. If any provision of this invoice is held by any court or other competent authority to be void or unenforceable in whole or in part, this invoice will continue to be valid as to the other provisions and the remainder of the affected provision. It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this invoice.

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23734821

DATE OF INVOICE
09-04-23

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-OCT-23	30-SEP-24	509 FOREST HILLS PKWY, , BAYVILLE, NJ	SYSTEM-FA-HONEYWELL PROG	1	HONEYWELL PROG SYSTEM	$660.00
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-PULL	4	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-SMOKE DET ADDR	9	Smoke Sensor Addressable	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2023->2024

PURCHASE ORDER NUMBER
24A-0097
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
07/01/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the Craig House as per contract # 80937224 / Proposal# CPQ-424722 Term 1-Aug-23 to 30-Jun-24	534.87	534.87
1	Each	Planned service agreement Monitoring Contract for the Craig house Contract# 80944075 / Proposal # CPQ-428633 Term 1-Oct-23 to 30-Sep-24	660.00	660.00
		7184/11-000-261-420-19-752-14- ($1,194.87)		$1,194.87

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 06/26/2023 at 10:02:39 AM

24A-0097

InComplete Requisition

Page 1

Central Regional School District

Date 07/01/2023

Vendor # 4488

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by MKOZYRAKIS

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Planned service agreement for the Craig House as per contract # 80937224 / Proposal# CPQ-424722 Term 1-Aug-23 to 30-Jun-24	534.8700	534.87
1	Each	Planned service agreement Monitoring Contract for the Craig house Contract# 80944075 / Proposal # CPQ-428633 Term 1-Oct-23 to 30-Sep-24	660.0000	660.00
				$1,194.87

7184/11-000-261-420-19-752-14- ($1,194.87)

Administrator Approval : Anthony Visaggio

Date : 6-26-23

Mary Kozyrakis <mkozyrakis@centralreg.k12.nj.us>

Johnson Controls FY24 Renewal Agreements

1 message

Simei Yu <simei.yu@jci.com> Fri, Jun 23, 2023 at 8:00 AM
To: antonio visaggio <avisaggio@centralreg.k12.nj.us>, John Ciccone <jciccone@centralreg.k12.nj.us>, Mary Kozyrakis <mkozyrakis@centralreg.k12.nj.us>

Tony/John/MJ,

Good morning. Please see attached the FY24 Johnson Controls service renewals for Central Regional High School, Middle School, and Craig House. I have added the sprinkler and backflow inspections to the Middle and High School agreements, as requested. I have also attached NJ State Contract #A83717, which was used to generate the annual costs, along with documents, which summarizes all services with pricing, inspection month, and inspection frequency for each school.

There is also a monitoring agreement renewal for Craig House, which will need initials/signatures next to the highlighted areas on pages 3 and 4.

Kindly, please forward me the purchase order directly, so that I can have these agreements processed right away. Please feel free to reach out with any questions or concerns.

Thank you!

Johnson Controls
2023-2024
Renewal Contract

Simei Yu

Customer Account Manager

Johnson Controls Fire Protection, LP

C: 609-277-6530

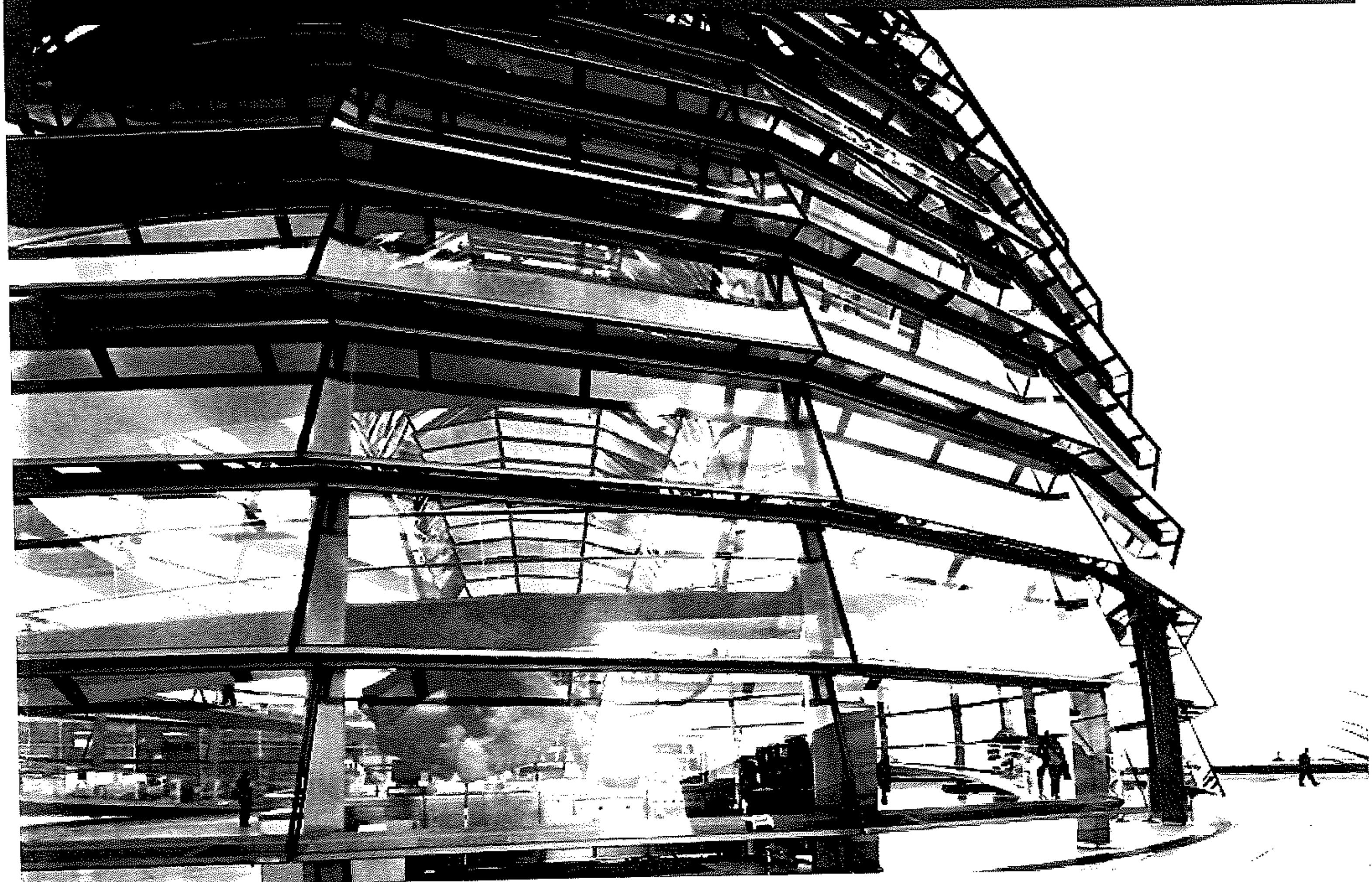
simei.yu@jci.com

Johnson Controls

The power behind **your mission**

Central Regional Schools - Craig House
Contract #80937224

Planned Service Agreement



Johnson Controls Fire Protection LP
821 Alexander Road
Princeton NJ08540
United States of America

Proposal Presented On:
06-14-2023

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #: 251908
Central Regional School Dist
Date: 14-Jun-23
Proposal #: CPQ-424722
Term: 1-Aug-23 to 30-Jun-24
Contract #: 80937224

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional School District - Craig House
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road
Princeton NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Central Regional School Dist - Craig House	$534.87
SYSTEM-FA-HONEYWELL PROG			
HONEYWELL PROG SYSTEM	**Est. First Inspection: September**		
Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	9	Annual	
Heat Detector Restorable	8	Annual	
Pull Station	3	Annual	
Audio-Visual Unit Addressable	9	Annual	
Audio-Visual Notification Conventional	9	Annual	

FIRE ALARM ESSENTIAL SERVICE OFFER

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Aug-23** (the "Effective Date") to **30-Jun-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

A.V. Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $534.87 - **Proposal #:** CPQ-424722

PAYMENT SUMMARY:

Year	PSA Charges
1	$534.87

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Johnson Controls

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- [ ] NO: This signed contract satisfies requirement
- [x] YES: Please reference this PO Number: 24A-0097

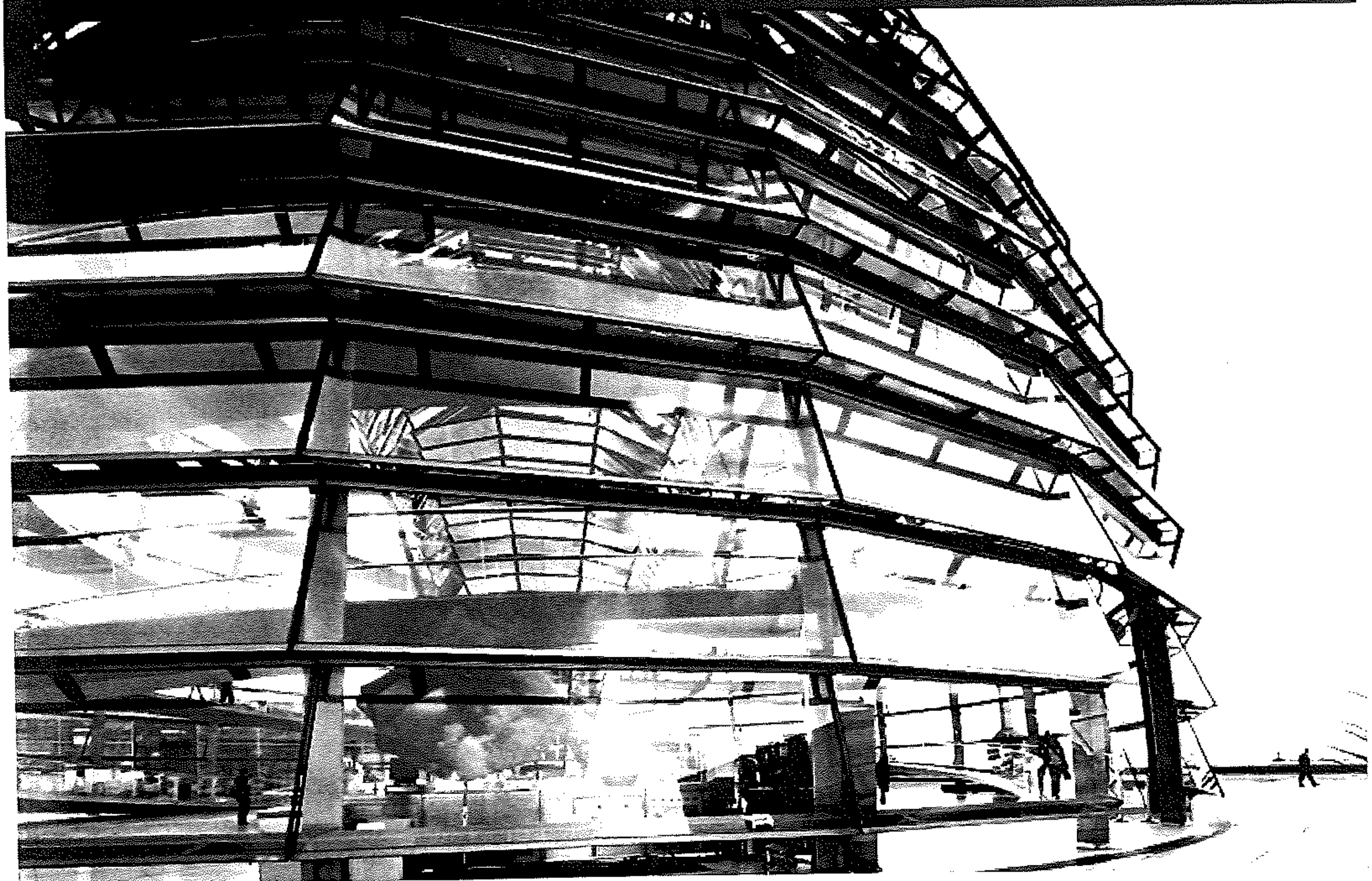
AR Invoices are accepted via e-mail:

- [x] YES: E-mail address to be used: pgowen@centralregional.net
- [ ] NO: Please submit invoices via mail
- [ ] NO: Please submit invoices via ______

Central Regional School Dist		**Johnson Controls Fire Protection LP**	
Signature:	Antonio Visaggio	Authorized Signature:	
Print Name:	Antonio Visaggio	Print Name:	
Title:	Buildings Supervisor	Title:	
Phone #:	732-269-1100 ext 3296	Phone #:	
Fax #:		Fax #:	
Email:	avisaggio@centralreg.k12.nj.us	License #: (if applicable)	
Date:	6/26/23	Date:	

Craig House Monitoring
Contract #80944075

Planned Service Agreement



Johnson Controls Fire Protection LP
821 Alexander Road
Princeton NJ08540
United States of America

Proposal Presented On:
06-23-2023

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #: 251908
Central Regional School Dist
Date: 23-Jun-23
Proposal #: CPQ-428633
Term: 1-Oct-23 to 30-Sep-24
Contract #: 80944075

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional School District - Craig House
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road
Princeton NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Central Regional School Dist - Craig House	$660.00

SYSTEM-FA-HONEYWELL PROG

HONEYWELL PROG SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Combo Fire & Burglar

Number of Additional Building Partitions: 0

Total Initiating Devices: 100

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Oct-23** (the "Effective Date") to **30-Sep-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

A.V. Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $660.00 - **Proposal #:** CPQ-428633

PAYMENT SUMMARY:

Year	PSA Charges
1	$660.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Johnson Controls

SERVICE SOLUTION

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- [ ] NO: This signed contract satisfies requirement
- [x] YES: Please reference this PO Number: 24A-0097

AR Invoices are accepted via e-mail:

- [x] YES: E-mail address to be used: pgowen@centralregional.net
- [ ] NO: Please submit invoices via mail
- [ ] NO: Please submit invoices via ______

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	[signature]	Authorized Signature:	
Print Name:	Antonio Visaggio	Print Name:	
Title:	Buildings Supervisor	Title:	
Phone #:	732-269-1100 ext 3296	Phone #:	
Fax #:		Fax #:	
Email:	avisaggio@centralreg.k12.nj.us	License #: (if applicable)	
Date:	6/26/23	Date:	

TERMS AND CONDITIONS

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 (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a ("Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the thenprevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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 (e.g. Fire Marshal) 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 Customer that Company is not an insurer and that insurance coverage 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 and are unrelated to the value of 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 the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that 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 aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. 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 Services 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. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for fourhour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT

DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. 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 the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's thencurrent hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A.Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B.Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's

Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 20 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C.Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring 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 Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of 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 the 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, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY 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 THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C.Indemnity, Insurance. 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 the Monitoring Services provided 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. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D.No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E.Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW

THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NONTRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACKUP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party.

COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. 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 THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's thenapplicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. 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.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United

States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any 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 Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature.

Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor:*** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR 2023->2024

VENDOR NO. 4488

received 7/26/2023

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

PURCHASE ORDER NUMBER 24A-0288

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE: 07/19/2023

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Central Regional High School Annual contract # 80934261 Wet Sprinkler test and inspect: esssential service offer	911.31	911.31
1	Each	System Backflow Preventer -Fire	497.44	497.44
		7184/11-000-261-420-19-752-14- ($1,408.75)		$1,408.75

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X [signature] TSM 7-28-23
SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

80-0700676
FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

[signature]
BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above
DATE
PURCHAS
CHECK N

PO# 24A-0288 Hnd Chk No
Chk# 59269 Chk Date 09/22/2023
Vend Johnson Controls Fire Protection LP
Paid $1,408.75 Liq $1,408.75
Acct 11-000-261-420-19-752-14-

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
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ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO. 4488

BUDGET YEAR 2023->2024

PURCHASE ORDER NUMBER 24A-0288

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE

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PLEASE SIGN & RETURN FOR PAYMENT

DATE: 07/19/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER | REQUISITIONED BY

☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID WAIVER

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
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1	Each	System Backflow Preventer -Fire	497.44	497.44
		7184/11-000-261-420-19-752-14-($1,408.75)		$1,408.75

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I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Thomas Santory — TSM — 7-20-23
SIGNATURE — TITLE — DATE

Is Your Company Incorporated? [X] Yes ☐ No — 80-0700676
FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

RECEIVED / APPROVED
BUSINESS ADMINISTRATOR / BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE ____

PURCHASE ORDER NO ____

CHECK NO. ____

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

Send To DISTRICT

Johnson Controls Fire Protection LP

Johnson Controls
D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23655399	07-31-23	24A-0288

CONTRACT #	MODIFIER
80934261	R02-JAN-2023

PAYMENT TERMS
NET 30

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Requestors Name: Visaggio, Tony

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional High School-509 Forest Hills Pkwy-00726	01-JUL-23	30-JUN-24

INVOICE NOTES:

This is your Annual Invoice for the service agreement on the Fire Alarm, Emergency exit light for Central Regional High School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-2799 United States.

Total Contract Amount	-	$1,408.75	Amount Of Current Invoice	-	$1,408.75
			Sales Tax	-	$0.00
			Total Amount Included	-	$1,408.75
			Payment Received	-	$0.00

Total Amount Due ▶ **$1,408.75**

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23655399

DATE OF INVOICE
07-31-23

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-23	30-JUN-24	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-SP-BACKFLOW	1	BACKFLOW SYSTEM	$497.44
				SP-BACK FLOW	4	Backflow Preventer-Fire	
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-23	30-JUN-24	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-SP-WET SPRINKLER	1	WET SPRINKLER SYSTEM	$911.31
				SP-WET SYSTEM	4	Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	
				SP-CONTROL VAL WITH TAMP	12	Control valve - with tamper switch	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

BUDGET YEAR
2023->2024

PURCHASE ORDER NUMBER
24A-0288
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

VENDOR NO.
4488

DATE:
07/19/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Central Regional High School Annual contract # 80934261 Wet Sprinkler test and inspect: esssential service offer	911.31	911.31
1	Each	System Backflow Preventer -Fire	497.44	497.44
		7184/11-000-261-420-19-752-14-($1,408.75)		$1,408.75

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

Antonio Verrazzo — SIGNATURE
Antonio Verrazzo — NAME (PRINT OR TYPE)
Building Supervisor — TITLE
7/24/23 — DATE

COMMENTS: ____

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
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VENDOR NO.
4488

BUDGET YEAR
2023->2024

PURCHASE ORDER NUMBER
24A-0288
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
07/19/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

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		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

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1	Each	System Backflow Preventer -Fire	497.44	497.44
		7184/11-000-261-420-19-752-14- ($1,408.75)		$1,408.75

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 07/19/2023 at 09:19:27 AM

24A-0288

InComplete Requisition

Page 1

Central Regional School District

Date 07/19/2023

Vendor # 4488

Vendor:
JOHNSON CONTROLS FIRE PROTECTION LP
DISTRICT #544
283 GIBRALTAR ROAD
HORSHAM, PA 190442305

Ship To:
Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by MKOZYRAKIS

PO Type = Open Market

Control #

PO Description

Qty.	*Unit*	*Print Description*	*Price*	*Extended Price*
1	Each	Central Regional High School Annual contract #80934261 Wet Sprinkler test and inspect: esssential service offer	911.3100	911.31
1	Each	System Backflow Preventer -Fire	497.4400	497.44
		7184/11-000-261-420-19-752-14- ($1,408.75)		$1,408.75

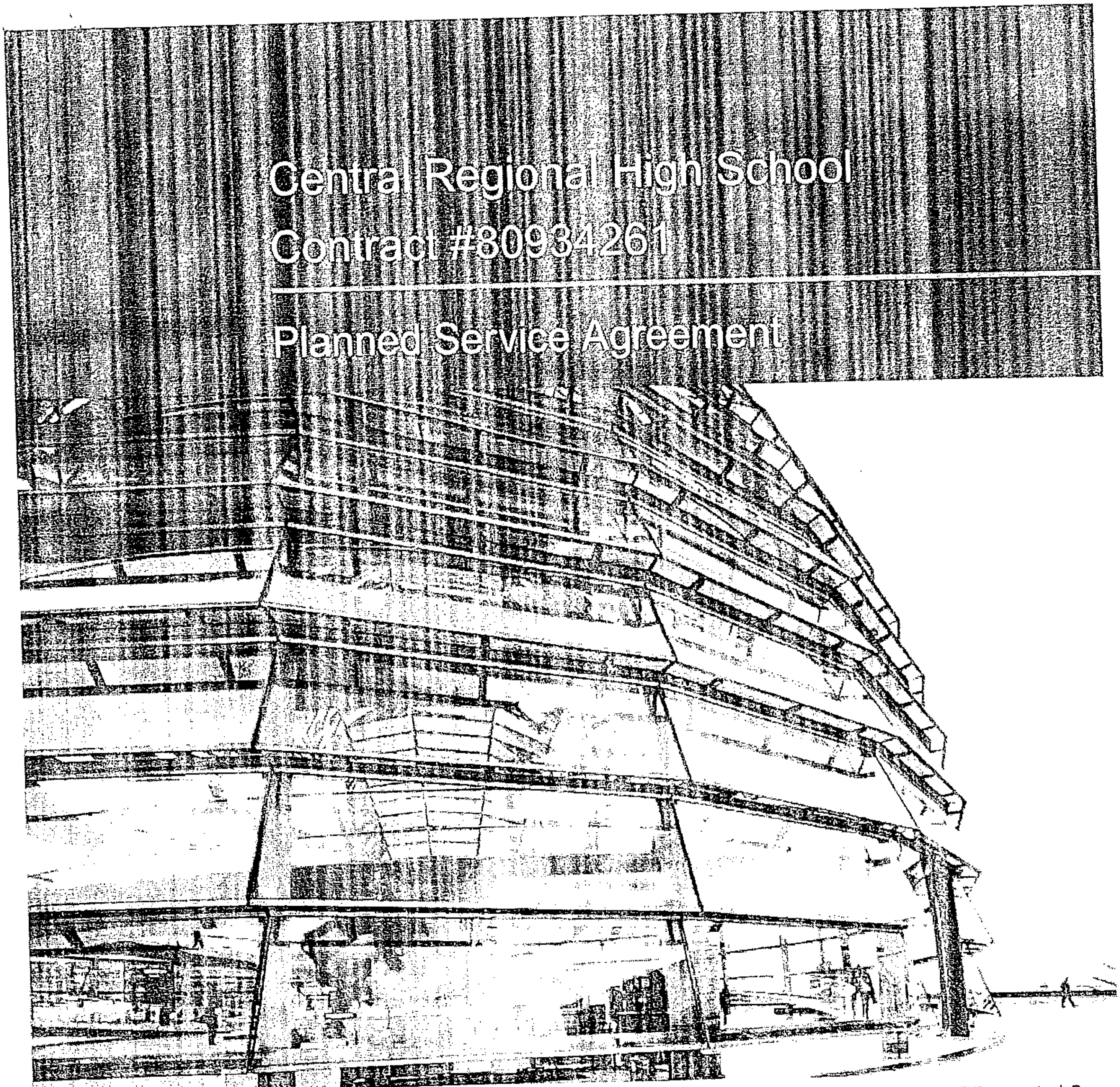
Administrator Approval : KO

Date :

This is A Requisition, Not An Actual PO ___/___/___

Central Regional High School
Contract #80934261

Planned Service Agreement



Proposal Presented On:
07-18-2023

Johnson Controls Fire Protection LP
821 Alexander Road
Princeton NJ08540
United States of America

The Power behind your mission

Johnson Controls

Johnson Controls

Customer #: 251908
Central Regional School Dist
Date: 18-Jul-23
Proposal #: CPQ-424616
Term: 1-Jul-23 to 30-Jun-24
Contract #: 80934261

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional High School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road
Princeton NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
	Central Regional School Dist - High School		$1,408.75
SYSTEM-SP-WET SPRINKLER			
WET SPRINKLER SYSTEM	**Est. First Inspection: September**		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	4	Annual	
Control valve	12	Annual	
	SPRINKLER ESSENTIAL SERVICE OFFER Total:		$911.31
SYSTEM-SP-BACKFLOW			
BACKFLOW SYSTEM	**Est. First Inspection: September**		
Backflow Preventer-Fire	4	Annual	
	SPRINKLER ESSENTIAL SERVICE OFFER Total:		$497.44

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Johnson Controls

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Jul-23** (the "Effective Date") to **30-Jun-24** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: **$1,408.75** - **Proposal #:** CPQ-424616

PAYMENT SUMMARY:

Year	PSA Charges
1	$1,408.75

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Johnson Controls

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- [ ] NO: This signed contract satisfies requirement
- [x] YES: Please reference this PO Number: 24A-0288

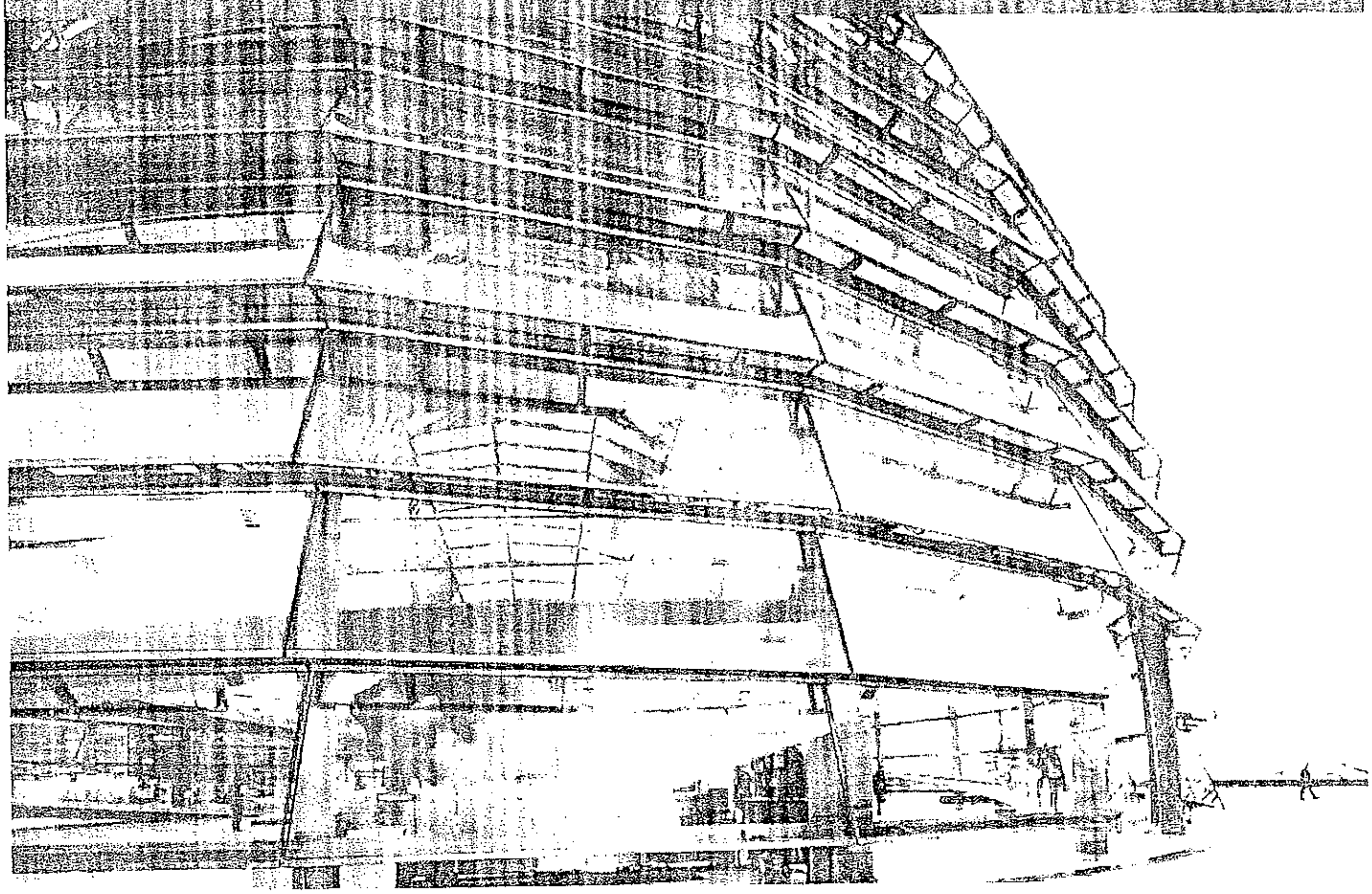
AR Invoices are accepted via e-mail:

- [x] YES: E-mail address to be used: pgowen@centralregional.net
- [ ] NO: Please submit invoices via mail
- [ ] NO: Please submit invoices via __________

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	[signature]	Authorized Signature:	
Print Name:	Kevin Olshan	Print Name:	
Title:	BA/BS	Title:	
Phone #:		Phone #:	
Fax #:	732-269-7723	Fax #:	
Email:		License #: (if applicable)	
Date:	7/19/23	Date:	

Central Regional High School
Contract #80934261

Planned Service Agreement



Johnson Controls Fire Protection LP
821 Alexander Road
Princeton NJ08540
United States of America

Proposal Presented On:
07-18-2023

The Power behind your mission

Johnson Controls

Johnson Controls

Customer #: 251908
Central Regional School Dist
Date: 18-Jul-23
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Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional High School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road
Princeton NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

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Control valve	12	Annual	
	SPRINKLER ESSENTIAL SERVICE OFFER Total:		$911.31
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BACKFLOW SYSTEM	Est. First Inspection: September		
Backflow Preventer-Fire	4	Annual	
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Initials

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Year	PSA Charges
1	$1,408.75

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Johnson Controls

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment is due upon receipt, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- [ ] NO: This signed contract satisfies requirement
- [x] YES: Please reference this PO Number: 242-6288

AR invoices are accepted via e-mail:

- [x] YES: E-mail address to be used: pgowen@centralregional.net
- [ ] NO: Please submit invoices via mail
- [ ] NO: Please submit invoices via ______

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	[signature]	Authorized Signature:	Thomas Santiago
Print Name:	Kevin Olshan	Print Name:	Thomas Santiago
Title:	BA/BS	Title:	Fire Service Manager
Phone #:		Phone #:	
Fax #:	732-269-7723	Fax #:	
Email:		License #: (if applicable)	
Date:	7/19/23	Date:	7-20-23

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO. 4488

BUDGET YEAR 2022->2023

PURCHASE ORDER NUMBER 23A-3611

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 06/30/2023

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		❐ CONFIRMATION ❐ ORIGINAL ❐ PREPAY ❐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Services performed on our Wet Sprinkler System from 05/04/23 Invoice #89861509	378.00	378.00
1	Each	Annual Monitoring Service Agreement for the High School for the 22/23 School Year Contract #80940240 Invoice #23628722 7184/11-000-261-420-19-752-14- ($1,098.00)	720.00	720.00
				$1,098.00

CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

Pat Gowen
SIGNATURE

NAME (PRINT OR TYPE)

A/P
TITLE

7-10-23
DATE

COMMENTS:

CHECK ONE OF THE FOLLOWING:
____ MSDS SHEET ATTACHED ____ MSDS SHEET REQUIRED BUT NOT PROVIDED ____ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PO# 23A-3611 Hnd Chk No
Chk# 58906 Chk Date 06/30/2023
Vend Johnson Controls Fire Protection LP
Paid $1,098.00 Liq $1,098.00
Acct 11-000-261-420-19-752-14-

~Tray1~

Johnson Controls

X7184

Send Invoice to District 544

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	PO NUMBER
89861509	05-30-23	No PO Required

SERVICE REQUEST #	SERVICE REQ. CREATED	NATIONAL ACCOUNT NUMBER
54658408	05-04-23	8739

PAYMENT TERMS
Net 60

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500
Billing Questions, Contact = Emily White

Bill To: 544-00726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-00726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Service Requested By: Mary Kozyrakis EXT 3297

Requestors Phone Number:

Standard Non-PMA Customer Labor Rate Total :	$945
Labor Discount for PMA Customer:	$567
Discounted Labor Rate Total	$378
Standard Non-PMA Customer Expense Rate Total :	$10
Expense Discount for PMA Customer:	$10
Discounted Expense Rate Total	$0

Labor	$378.00
Material	
Other	$0.00
Invoice Amount	$378.00
Taxes	$0.00
Total Invoice Amount	$378.00
Payment Received	$0.00

Scope of work for service performed on your Wet Sprinkler System is not covered by your service agreement

Description of work
Service Call
Tech arrived on site and locating 6 backflows. 4 in the high school and 2 in the middle school. He fixed the reports for the school and inspected all 6 of them.
Service is complete
Thank you for your business!

Total Amount Due ▶ **$378.00**

REMITTANCE COPY

Johnson Controls

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$378.00

BILL TO: Central Regional High School
544-00726147

SHIP TO: Central Regional High School
544-00726147

INVOICE NUMBER: 89861509

INVOICE DATE: 05-30-23

CUTOMER P.O.: No PO Required

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine IL 60055-0320

8000037800489861509

BOC

544 89861509 00726147 8739

~Tray2~

Johnson Controls

Billing Questions: Emily White

District # 544
283 Gibraltar Rd- Dock A
HORSHAM,PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
89861509

DATE OF INVOICE
05-30-23

INVOICE SERVICE DETAIL

SERVICE REQ #	TASK #	DATE OF SERVICE	ITEMIZATION OF CHARGES	PRODUCT ID	UOM	AMOUNT
4658408		04-MAY-23	Safety and Personal Protection Equipment Fee	PPE FEE	1 EA	$0.00
4658408	90136820	08-MAY-23	MECHANICAL AND SUPPRESSION REGULAR LABOR	MECH/SUPP RG	3 HR	$0.00
4658408	90136820	08-MAY-23	TRUCK CHARGE	TRUCK CHARGE	1 EA	$0.00
4658408	90136820	24-MAY-23	MECHANICAL AND SUPPRESSION REGULAR LABOR	MECH/SUPP RG	2 HR	$378.00

Johnson Controls
D-U-N-S 09-4738007
FED. ID 58-2608861

Send To DISTRICT

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23628722	07-04-23	23A-0401

CONTRACT #	MODIFIER
80940240	R02-FEB-2023

PAYMENT TERMS
NET 30

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Bill To: 544-00726147.

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Requestors Name: Ciccone, John

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional High School-509 Forest Hills Pkwy-00726	01-AUG-23	31-JUL-24

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional High School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-2799 United States.

Total Contract Amount - $720.00

Amount Of Current Invoice	-	$720.00
Sales Tax	-	$0.00
Total Amount Included	-	$720.00
Payment Received	-	$0.00

Total Amount Due ▶ **$720.00**

REMITTANCE COPY

Johnson Controls

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$720.00

BILL TO: Central Regional High School
544-00726147

SHIP TO: Central Regional High School
544-00726147

INVOICE NUMBER: 23628722

INVOICE DATE: 07-04-23

CUSTOMER P.O.: ~~23A-0401~~

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine , IL 60055-0320

9000072000623628722

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23628722

DATE OF INVOICE
07-04-23

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Alarm & Detection-Wireless Monitorin	01-AUG-23	31-JUL-24	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-ADT	1	ADT FIRE ALARM SYSTEM	$720.00

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-3611
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
06/30/2023

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Services performed on our Wet Sprinkler System from 05/04/23 Invoice #89861509	378.00	378.00
1	Each	Annual Monitoring Service Agreement for the High School for the 22/23 School Year Contract #80940240 Invoice #23628722 7184/11-000-261-420-19-752-14-($1,098.00)	720.00	720.00
				$1,098.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 07/10/2023 at 10:48:00 AM

23A-3611

Completed Requisition

Page 1

Central Regional School District

Vendor # 4488

Date 06/30/2023

Vendor:
JOHNSON CONTROLS FIRE PROTECTION LP
DISTRICT #544
283 GIBRALTAR ROAD
HORSHAM, PA 190442305

Ship To:
Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by PATREC

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Services performed on our Wet Sprinkler System from 05/04/23 Invoice #89861509	378.0000	378.00
1	Each	Annual Monitoring Service Agreement for the High School for the 22/23 School Year Contract #80940240 Invoice #23628722 7184/11-000-261-420-19-752-14- ($1,098.00)	720.0000	720.00
				$1,098.00

Administrator Approval : KO

Date :

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-3611
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:
06/30/2023

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Kevin O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Services performed on our Wet Sprinkler System from 05/04/23 Invoice #89861509	378.00	378.00
1	Each	Annual Monitoring Service Agreement for the High School for the 22/23 School Year Contract #80940240 Invoice #23628722 7184/11-000-261-420-19-752-14-($1,098.00)	720.00	720.00
				$1,098.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

BUDGET YEAR

2022->2023

VENDOR NO.

4488

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

PURCHASE ORDER NUMBER

-0431

23A-0431

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:

08/08/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Kraig House Fire Alarm Service Plan Agreement for the 2022/2023 School Year as per Proposal #CPQ-276451 See Proposal for details 7184/11-000-261-420-19-752-14-($2,221.24)	2,221.24 Invoice Due now	2,221.24 $2,221.24 -1,110.62 1,110.62 -1,110.62 -0-

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Valerie Smith — PMA Account Manager — 8/11/2022

SIGNATURE — TITLE — DATE

Is Your Company incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above ...

DATE ___

PURCHA...

CHECK N...

PO# 23A-0431 Hnd Chk No
Chk# 56730 Chk Date 09/16/2022
Vend Johnson Controls Fire Protection LP
Paid $1,110.62 Liq $1,110.62
Acct 11-000-261-420-19-752-14-

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

~Trayl~

Send To DISTRICT

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23088648	08-25-22	23A-0431

CONTRACT #	MODIFIER
80937224	

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

PAYMENT TERMS
Net 60

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-47349141

Central Regional School District - Crai
House
509 FOREST HILLS PKWY
BAYVILLE NJ 08721-0000

Requestors Name: Ciccone, John

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional School District - Craig House-509 FORES	01-AUG-22	31-JUL-23

INVOICE NOTES:

This is your invoice for services rendered for the Fire Alarm System for Central Regional School District - Craig House at 509 FOREST HILLS PKWY BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount	-	$2,221.24	Amount Of Current Invoice	-	$1,110.62
			Sales Tax	-	$0.00
			Total Amount Included	-	$1,110.62
			Payment Received	-	$0.00

Total Amount Due ▶ $1,110.62

·3ray2·

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23088648

DATE OF INVOICE
08-25-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
FIRE ALARM ENHANCE - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS	01-AUG-22	31-JAN-23	509 FOREST HILLS PKWY, , BAYVILLE, NJ	SYSTEM-FA-HONEYWELL PROG	1	HONEYWELL PROG SYSTEM	$1,110.62
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-PULL	4	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-SMOKE DET ADDR	9	Smoke Sensor Addressable	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0431
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

VENDOR NO.
4488

DATE:
08/08/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Kraig House Fire Alarm Service Plan Agreement for the 2022/2023 School Year as per Proposal #CPQ-276451 See Proposal for details 7184/11-000-261-420-19-752-14-($2,221.24)	2,221.24	2,221.24 $2,221.24

Antonio Visaggio Antonio Visaggio
Buildings Supervisor 8/31/22

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0431
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
08/08/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Kraig House Fire Alarm Service Plan Agreement for the 2022/2023 School Year as per Proposal #CPQ-276451 See Proposal for details 7184/11-000-261-420-19-752-14-($2,221.24)	2,221.24	2,221.24
				$2,221.24

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

This is A Requisition, Not An Actual PO

Run on 08/08/2022 at 02:04:44 PM

23A-0431

Completed Requisition

Central Regional School District

Date 08/08/2022

Vendor # 4488

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by PATREC

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Kraig House Fire Alarm Service Plan Agreement for the 2022/2023 School Year as per Proposal #CPQ-276451	2,221.2400	2,221.24
				$2,221.24

See Proposal for details

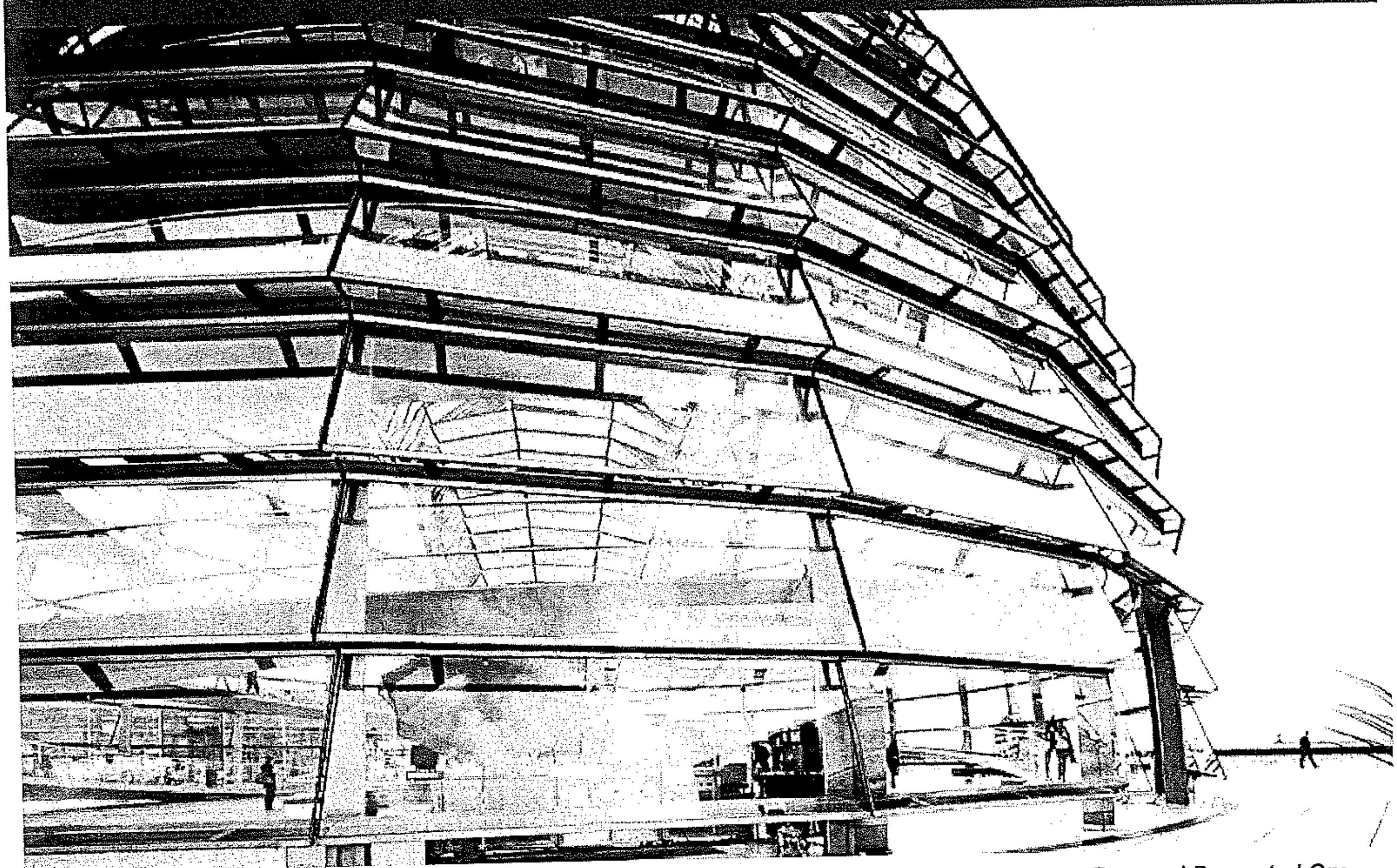
7184/11-000-261-420-19-752-14- ($2,221.24)

Administrator Approval :

Date :

Central Regional School District - Craig House FA - CPQ-276451

Planned Service Agreement



Johnson Controls, Inc.

Proposal Presented On:
08-08-2022

X 7184

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #:
Central Regional School Dist
Date: 8-Aug-22
Proposal #: CPQ-276451
Term: 1-Aug-22 to 31-Jul-23

Billing Customer:
Central Regional School District - Craig House
509 Forest Hills Pkwy,
Bayville ,NJ
08721-2734

Service Location:
Central Regional School District - Craig House
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Valerie Smith

valerie.a.smith@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ▪ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-HONEYWELL PROG			
HONEYWELL PROG SYSTEM	**Est. First Inspection: August**		
Main Fire Alarm Panel	1	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Fire Alarm Battery Test (each)	2	Semi-Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	9	Annual	
Pull Station	4	Annual	
Audio-Visual Notification Conventional	9	Annual	

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS Total: $2,221.24

Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm
Central Regional School District - Craig House	509 Forest Hills Pkwy,	Bayville	NJ	08721-2734	$2,221.24
Offering Total					$2,221.24

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS

SYSTEM-FA-HONEYWELL PROG

FIRE ALARM LABOR COVERAGE PLUS PANEL PART REPLACEMENT OPTION FOR LISTED FIRE ALARM SYSTEMS:

The Enhanced Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. T ests will be scheduled in advance. Includes maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels,

annunciator panel s, transponders, printers, keyboards and monitors associated with system. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, software updates and peripheral devices are not covered. 15% discount on peripherals replacement. 15% discount on labor and parts not covered under service agreement (i.e. Acts of Nature, Faulty Wiring, User Abuse and Vandalism).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including systemaddress or zone location

Test results and applicable voltage readings

Any discrepancies found will be noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internalorganizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Smoke Detector Cleaning Up To

SYSTEM-FA-HONEYWELL PROG

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

Johnson Controls

SERVICE SOLUTION

SYSTEM-FA-HONEYWELL PROG
SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

Customer Portal (Basic)

SYSTEM-FA-HONEYWELL PROG
Basic Customer Portal functionality will be provided.

System parts discount on parts and peripherals of 15%

SYSTEM-FA-HONEYWELL PROG
System parts discount on parts and peripherals of 15%

System labor discount of 15%

SYSTEM-FA-HONEYWELL PROG
System labor discount of 15%

Remote Service Support

SYSTEM-FA-HONEYWELL PROG
Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Aug-22** (the "Effective Date") to **31-Jul-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Initials

PAYMENT FREQUENCY: BAMA In BAMA

PAYMENT TERMS: *Net 60*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $2,221.24 - Proposal #: CPQ-276451

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges
1	$2,221.24

Johnson Controls

SERVICE SOLUTION

NJ State Contract 83717

Central Regional School Dist		**Johnson Controls Fire Protection LP**	
Signature:		Authorized Signature:	Valerie Smith
Print Name:		Print Name:	Valerie Smith
Title:		Title:	PMA Account Manager
Phone #:		Phone #:	
Fax #:		Fax #:	
Email:		License #: (if applicable)	
		Date:	8/8/2022

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- ☐ NO: This signed contract satisfies requirement
- ☐ YES: Please reference this PO Number: ____________

AR Invoices are accepted via e-mail:
- ☐ YES: E-mail address to be used: ____________
- ☐ NO: Please submit invoices via mail
- ☐ NO: Please submit invoices via ____________

VENDOR NO.

4488

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR

2022->2023

PURCHASE ORDER NUMBER

23A-0431

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:

08/08/2022

emailed 8/10/22

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Kraig House Fire Alarm Service Plan Agreement for the 2022/2023 School Year as per Proposal #CPQ-276451 See Proposal for details 7184/11-000-261-420-19-752-14-($2,221.24)	2,221.24	2,221.24 $2,221.24

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022 ->2023

PURCHASE ORDER NUMBER
23A-0431
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
08/08/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Kraig House Fire Alarm Service Plan Agreement for the 2022/2023 School Year as per Proposal #CPQ-276451 See Proposal for details 7184/11-000-261-420-19-752-14-($2,221.24)	2,221.24	2,221.24
				$2,221.24

CONDITIONS - READ CAREFULLY

1. Purchase Order invalid unless signed by Business Administrator.
2. Vendor MUST insert net amounts, including discounts, on enclosed voucher form for proper payment of bills and invoices.
3. Purchase Order number must appear on all invoices and correspondence.
4. Shipping Statement or Bill of Lading must accompany delivery of materials.
5. Shipping charges to be prepaid and included in your invoice.
6. The Board of Education reserves the right to cancel this order if delivery is not made within 30 days of receipt of order or unless otherwise noted.
7. Make deliveries between 8:30 A.M. AND 2:00 P.M.
8. Sign Vendor's Declaration on Voucher Copy of this order and return to us with your invoice.
9. Prices may have been estimated on orders other than Bid Awards. In case of increase, vendor must secure price adjustment approval prior to shipment.

NOTE PURCHASER IS TAX EXEMPT

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

NO ORDER VALID UNLESS SIGNED ABOVE

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR 2022->2023

VENDOR NO. 4488

received 12/29/22

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

PURCHASE ORDER NUMBER 23A-1782
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE: 12/13/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual invoice for the monitoring service agreement (01/01/23-12/31/23) for middle school as per invoice #23275445 7185/11-000-261-420-29-752-14-($384.00)	384.00	384.00 $384.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Thomas Santiago — SIGNATURE
TSM — TITLE
1-5-23 — DATE

Is Your Company Incorporated? [X] Yes [ ] No
80-0700676 — FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION
The above claim was ordered paid at the meeting of the Board of Education on
DATE
PURCHASE ORDER NO.
CHECK NO.

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-1782
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
12/13/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual invoice for the monitoring service agreement (01/01/23-12/31/23) for middle school as per invoice #23275445 7185/11-000-261-420-29-752-14-($384.00)	384.00	384.00
				$384.00

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

SIGNATURE: Antonio Visaggio
NAME (PRINT OR TYPE): Antonio Visaggio
TITLE: Buildings Supervisor
DATE: 12/20/22

COMMENTS:

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PO# 23A-1782 Hnd Chk No
Chk# 57620 Chk Date 01/06/2023
Vend Johnson Controls Fire Protection LP
Paid $384.00 Liq $384.00
Acct 11-000-261-420-29-752-14-

RECEIVING COPY - PLEASE RETURN TO BUSINESS ADMINISTRATOR/BOARD SECRETARY PROMPTLY

~11ay1~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Send To LOCAL

p.V.

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23275445	12-02-22	

CONTRACT #	MODIFIER
80927989	R02-AUG-2022

PAYMENT TERMS
NET 30

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE, NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: ~~Kleier, Curtis~~

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional Middle School-509 Forest Hills Pkwy-180	01-JAN-23	31-DEC-23

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount	-	$384.00	Amount Of Current Invoice	-	$384.00
			Sales Tax	-	$0.00
			Total Amount Included	-	$384.00
			Payment Received	-	$0.00

Total Amount Due ▶ $384.00

~iiay~

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23275445

DATE OF INVOICE
12-02-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-JAN-23	31-DEC-23	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$384.00
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-1782
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
12/13/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual invoice for the monitoring service agreement (01/01/23-12/31/23) for middle school as per invoice #23275445 7185/11-000-261-420-29-752-14-($384.00)	384.00	384.00 $384.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

This is A Requisition, Not An Actual PO

23A-1782

Completed Requisition

Central Regional School District

Vendor # 4488

Date 12/13/2022

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by DFAIGES

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	**Annual invoice for the monitoring service agreement (01/01/23-12/31/23) for middle school as per invoice #23275445**	384.0000	384.00
				$384.00

7185/11-000-261-420-29-752-14- ($384.00)

Administrator Approval : Antonio Visaggio

Date : 12/14/22

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0885
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE

emailed 9/23/22

DATE:
09/19/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the middle school as per Contract #80918596 / Proposal #CPQ-293188	9,716.62	9,716.62 X
1	Each	Middle school monitoring contract #80925740 / Proposal #CPQ-293092	544.53	544.53 X
				$10,261.15
		7185/11-000-261-420-29-752-14- ($10,261.15)		

PO# 23A-0885 Hnd Chk No
Chk# 57462 Chk Date 12/15/2022
Vend Johnson Controls Fire Protection LP
Paid $544.53 Liq $544.53
Acct 11-000-261-420-29-752-14-

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Thomas Santiago — SIGNATURE
TSM — TITLE
9-28-22 — DATE

Is Your Company incorporated? ☒ Yes ☐ No
80-0700676 — FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above clai
DATE
PURCHASE (
CHECK NO.

PO# 23A-0885 Hnd Chk No
Chk# 57462 Chk Date 12/15/2022
Vend Johnson Controls Fire Protection LP
Paid $9,716.62 Liq $9,716.62
Acct 11-000-261-420-29-752-14-

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

-Tray1-

Send To LOCAL

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23150651	09-28-22	23A-0885

CONTRACT #	MODIFIER
80918596	R02-MAY-2022

PAYMENT TERMS
NET 30

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: Kleier, Curtis

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional Middle School-509 Forest Hills Pkwy-180	01-OCT-22	30-SEP-23

INVOICE NOTES:

This Is your Annual Invoice for the service agreement on the Fire Alarm,`Emergency Exit for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount - $9,716.62

Amount Of Current Invoice	-	$9,716.62
Sales Tax	-	$0.00
Total Amount Included	-	$9,716.62
Payment Received	-	$0.00

Total Amount Due ▶ **$9,716.62**

Tray2

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23150651

DATE OF INVOICE
09-28-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
FIRE ALARM ENHANCE - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS	01-OCT-22	30-SEP-23	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$9,716.62
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

~ifayi~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Send To LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23275495	12-02-22	23A-0885

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

CONTRACT #	MODIFIER
80925740	R02-AUG-2022

PAYMENT TERMS
NET 30

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE, NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: Kleier, Curtis

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
CENTRAL REGIONAL MIDDLE SCHOOL-509 FOREST HILLS PKWY-180	01-JAN-23	31-DEC-23

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount - $544.53

Amount Of Current Invoice	-	$544.53
Sales Tax	-	$0.00
Total Amount Included	-	$544.53
Payment Received	-	$0.00

Total Amount Due ▶ **$544.53**

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23275495

DATE OF INVOICE
12-02-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-JAN-23	31-DEC-23	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$544.53
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0885
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
09/19/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the middle school as per Contract #80918596 / Proposal #CPQ-293188	9,716.62	9,716.62
1	Each	Middle school monitoring contract #80925740 / Proposal #CPQ-293092	544.53	544.53
				$10,261.15
		7185/11-000-261-420-29-752-14-($10,261.15)		

Antonio Visaggio
ANTONIO VISAGGIO
BUILDINGS SUPERVISOR
9/29/22

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022 >2023

PURCHASE ORDER NUMBER
23A-0885
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
09/19/2022

KO emailed 9/23/22
emailed 9/28/22 PD

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

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		7185/11-000-261-420-29-752-14-($10,261.15)		

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 09/19/2022 at 10:05:14 AM

23A-0885

Completed Requisition

Page 1

Central Regional School District

Date 09/19/2022

Vendor # 4488

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by DFAIGES

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Planned service agreement for the middle school as per Contract #80918596 / Proposal #CPQ-293188	9,716.6200	9,716.62
1	Each	Middle school monitoring contract #80925740 / Proposal #CPQ-293092	544.5300	544.53
				$10,261.15

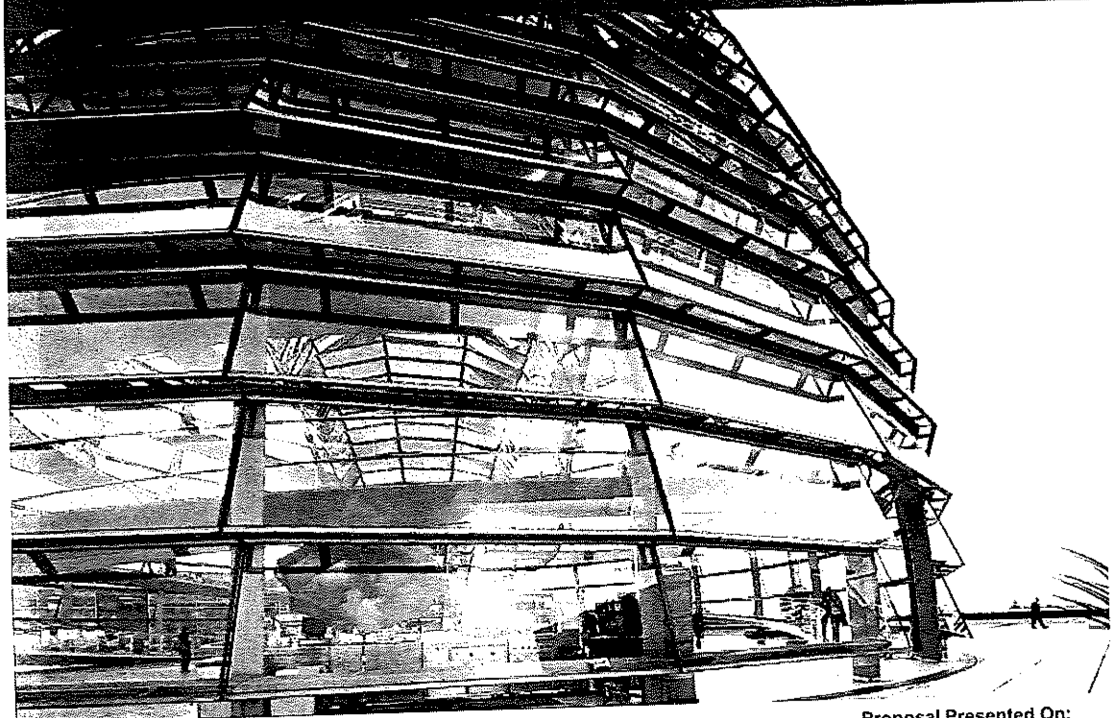
7185/11-000-261-420-29-752-14- ($10,261.15)

Administrator Approval : Antonio Visaggio

Date : 9.21.22

Central Regional Middle School Fire Alarm Contract #80918596

Planned Service Agreement



Proposal Presented On:
09-08-2022

Johnson Controls Fire Protection LP
821 Alexander Road
Princeton NJ08540
United States of America

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #: 251908
Central Regional School Dist
Date: 8-Sep-22
Proposal #: CPQ-293188
Term: 1-Oct-22 to 30-Sep-23
Contract #: 80918596

Billing Customer:
Central Regional School Dist
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional Middle School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road
Princeton NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(*Service Solution Valid for 45 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Central Regional School Dist	$9,716.62
SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL	**Est. First Inspection: August**		
Main Fire Alarm Panel		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Annunciator		Annual	
Smoke Detector Conventional		Annual	
Heat Detector Restorable		Annual	
Duct Detector Conventional		Annual	
Pull Station		Annual	
Audio-Visual Notification Conventional		Annual	

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Oct-22** (the "Effective Date") to **30-Sep-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $9,716.62 - **Proposal #:** CPQ-293188

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges
1	$9,716.62

Johnson Controls

SERVICE SOLUTION

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	Antonio Visaggio	Authorized Signature:	
Print Name:	Antonio Visaggio	Print Name:	
Title:	Buildings Supervisor	Title:	
Phone #:		Phone #:	
Fax #:		Fax #:	
Email:		License #: (if applicable)	
		Date:	

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

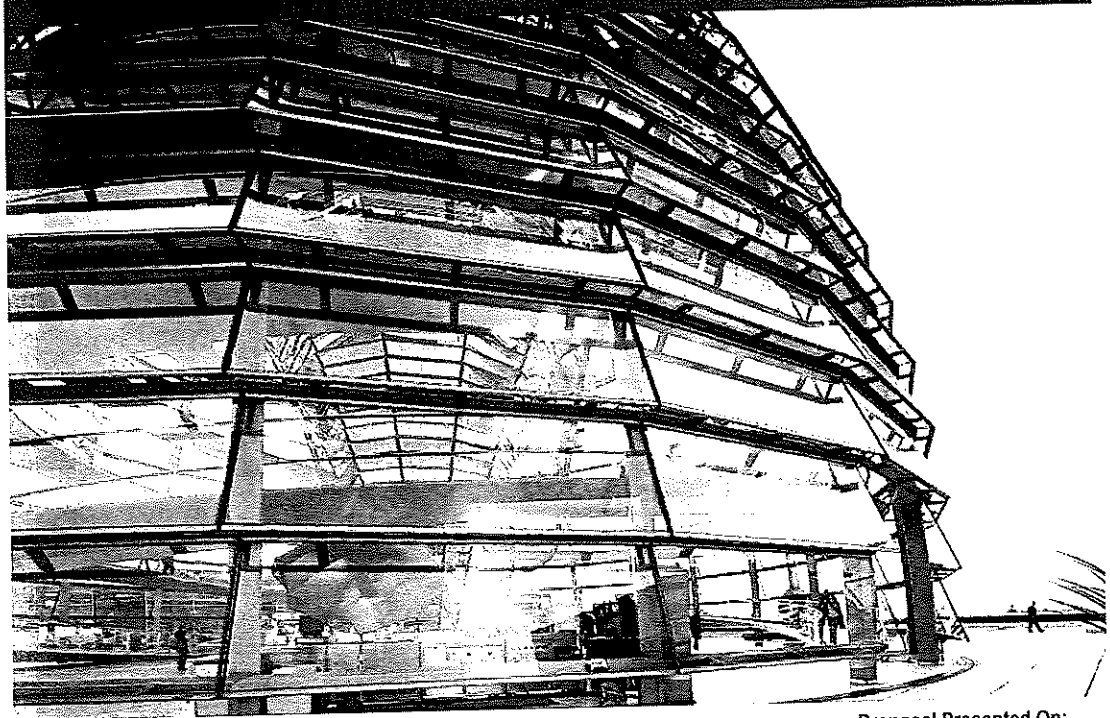
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- ☐ NO: This signed contract satisfies requirement
- ☐ YES: Please reference this PO Number: ______

AR Invoices are accepted via e-mail:
- ☐ YES: E-mail address to be used: ______
- ☐ NO: Please submit invoices via mail
- ☐ NO: Please submit invoices via ______

Central Regional School District - Middle School Monitoring Contract #80925740

Planned Service Agreement



Johnson Controls Fire Protection LP
821 Alexander Road
Princeton NJ08540
United States of America

Proposal Presented On:
09-08-2022

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #: 251908
Central Regional School Dist
Date: 8-Sep-22
Proposal #: CPQ-293092
Term: 1-Jan-23 to 31-Dec-23
Contract #: 80925740

Billing Customer:
Central Regional School Dist
509 Forest Hills Pkwy

BAYVILLE, NJ 08721-2799

Service Location:
Central Regional Middle School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Simei Yu
821 Alexander Road
Princeton NJ 08540
simei.yu@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
		Central Regional School Dist	$544.53

SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Jan-23** (the "Effective Date") to **31-Dec-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $544.53 - Proposal #: CPQ-293092

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges
1	$544.53

Johnson Controls

SERVICE SOLUTION

Central Regional School Dist		Johnson Controls Fire Protection LP	
Signature:	[signature]	Authorized Signature:	
Print Name:	Antonio Visnovid	Print Name:	
Title:	Buildings Supervisor	Title:	
Phone #:		Phone #:	
Fax #:		Fax #:	
Email:		License #: (if applicable)	
		Date:	

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- ☐ NO: This signed contract satisfies requirement
- ☐ YES: Please reference this PO Number: ____________

AR Invoices are accepted via e-mail:
- ☐ YES: E-mail address to be used: ____________
- ☐ NO: Please submit invoices via mail
- ☐ NO: Please submit invoices via ____________

TERMS AND CONDITIONS

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 (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a ("Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. 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. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment. Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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 (e.g. Fire Marshal) 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 Customer that Company is not an insurer and that insurance coverage 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 and are unrelated to the value of 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 the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that 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 aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. 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 Services 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. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. 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 the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring 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 Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of 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 the 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, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY 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 THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. 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 the Monitoring Services provided 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. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. 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 THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water, accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. 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.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any 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 Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as Processor:*** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0885
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

emailed 9/23/22

DATE:
09/19/2022

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Planned service agreement for the middle school as per Contract #80918596 / Proposal #CPQ-293188	9,716.62	9,716.62
1	Each	Middle school monitoring contract #80925740 / Proposal #CPQ-293092	544.53	544.53
				$10,261.15
		7185/11-000-261-420-29-752-14-($10,261.15)		

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0885
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
09/19/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
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1	Each	Middle school monitoring contract #80925740 / Proposal #CPQ-293092	544.53	544.53
				$10,261.15
		7185/11-000-261-420-29-752-14-($10,261.15)		

CONDITIONS - READ CAREFULLY

1. Purchase Order invalid unless signed by Business Administrator.
2. Vendor MUST insert net amounts, including discounts, on enclosed voucher form for proper payment of bills and invoices.
3. Purchase Order number must appear on all invoices and correspondence.
4. Shipping Statement or Bill of Lading must accompany delivery of materials.
5. Shipping charges to be prepaid and included in your invoice.
6. The Board of Education reserves the right to cancel this order if delivery is not made within 30 days of receipt of order or unless otherwise noted.
7. Make deliveries between 8:30 A.M. AND 2:00 P.M.
8. Sign Vendor's Declaration on Voucher Copy of this order and return to us with your invoice.
9. Prices may have been estimated on orders other than Bid Awards. In case of increase, vendor must secure price adjustment approval prior to shipment.

NOTE PURCHASER IS TAX EXEMPT

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

NO ORDER VALID UNLESS SIGNED ABOVE

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

VENDOR NO.

BUDGET YEAR

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

PURCHASE ORDER NUMBER
23A- 0885
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

VENDOR:
Johnson Controls Fire
Palatine, IL 60055-0320

SHIP TO:
Central Regional BOE
509 Forest Hills Pkwy
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY

☐ CONFIRMATION
☐ ORIGINAL
☐ PREPAY
☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
		Service agreement for Middle School per contract # 80918596 / Proposal CPQ-293188		9716.62
		Middle School Monitoring Contract 80925740 / Proposal CPQ-293092		544.53
		Total		10,261.15

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO. 4488

BUDGET YEAR 2022->2023

PURCHASE ORDER NUMBER 23A-1116

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 10/06/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & detection monitoring for the Kraig House as per proposal #CPQ305245 as presented on 10/03/22 7184/11-000-261-420-19-752-14-($660.00)	660.00	660.00
				$660.00

Antonio Visaggio ANTONIO VISAGGIO
BUILDINGS SUPERVISOR 10/17/22

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PO# 23A-1116 Hnd Chk No
Chk# 57462 Chk Date 12/15/2022
Vend Johnson Controls Fire Protection LP
Paid $660.00 Liq $660.00
Acct 11-000-261-420-19-752-14-

~?zayi~

Send To DISTRICT

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23231961	11-11-22	23A-1116

CONTRACT #	MODIFIER
80944075	

PAYMENT TERMS
NET 30

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-47349141

Central Regional School District - Crai
House
509 FOREST HILLS PKWY
BAYVILLE NJ 08721-0000

Requestors Name: Ciccone, John

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional School District - Craig House-509 FORES	01-OCT-22	30-SEP-23

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional School District - Craig House at 509 FOREST HILLS PKWY BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount	-	$660.00	Amount Of Current Invoice	-	$660.00
			Sales Tax	-	$0.00
			Total Amount Included	-	$660.00
			Payment Received	-	$0.00

Total Amount Due ▶ **$660.00**

~Tray2~

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23231961

DATE OF INVOICE
11-11-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-OCT-22	30-SEP-23	509 FOREST HILLS PKWY, , BAYVILLE, NJ	SYSTEM-FA-HONEYWELL PROG	1	HONEYWELL PROG SYSTEM	$660.00
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-PULL	4	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-SMOKE DET ADDR	9	Smoke Sensor Addressable	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-1116
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
10/06/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY

☐ CONFIRMATION
☐ ORIGINAL
☐ PREPAY
☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & detection monitoring for the Kraig House as per proposal #CPQ305245 as presented on 10/03/22 7184/11-000-261-420-19-752-14-($660.00)	660.00	660.00
				$660.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

This is A Requisition, Not An Actual PO

23A-1116

Completed Requisition

Central Regional School District

Vendor # 4488

Date 10/06/2022

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by DFAIGES

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	**Alarm & detection monitoring for the Kraig House as per proposal #CPQ305245 as presented on 10/03/22**	**660.0000**	**660.00**
				$660.00

7184/11-000-261-420-19-752-14- ($660.00)

Administrator Approval : Anthony Visaggio

Date : 10, 6, 22

VENDOR NO.

4488

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR

2022->2023

PURCHASE ORDER NUMBER

23A-1116

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

DATE:

10/06/2022

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

emailed 10/13/22

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
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				$660.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

FAX REPLY COVER SHEET

TO		FROM	
Company Name:	**Johnson Controls Fire Protection, LP**	Company Name:	Central Regional Middle School
Contact:	Valerie Smith	Contact:	John Ciccone
Fax#:	Enter Contact Fax Number	Phone #	732-685-5297
		Email Address:	jciccone@centralreg.k12.nj.us

SimplexGrinnell State of New Jersey Service Quote for Time & Materials (Not to Exceed)

SCOPE OF WORK:	
Estimated labor hours @ rate of $116.87 per hour *(Labor to be performed during normal business hours only, unless otherwise specified)*	$1624.00
Estimated Parts/Materials: ***(Material List must be attached)*** *Parts/Materials are:* *10% discount on all Tyco/SimplexGrinnell parts* *15% Markup on all outside purchase items*	$0.00
Subcontractor (If required, 15% Markup Allowed)	
Permits / Fees Permits / Design Documents	
Additional testing (i.e.: Certification test by AHJ) *Additional testing items are "open market items" **not** on the SimplexGrinnell New Jersey Contract ((#83717). They are being quoted as open market items and are considered as such under any resultant order.*	$0.00
Total estimated price for labor & materials for above scope *(Billing will depict actual labor, materials used, and tax)*	$1624.00
Summary reason for repair: Dave Bense to return to site to complete repair of old clocks and install of new for full day per customer request.	

PLEASE NOTE : The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources.

Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified State of New Jersey contract and authorize the completion of the above-mentioned work to be performed by SimplexGrinnell. I am fully authorized to approve this quote and to approve payment.

APPROVED BY

Antonio Visaggio

Signature / Date   Print Name

PO# 23A-1115

(NOTE: NM Contract # 10-000-00-00095 must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work performed by SimplexGrinnell. I am fully authorized to make this decision on behalf of the above referenced ordering activity.

DECLINED BY

Signature / Date   Print Name

VENDOR NO.

4488

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

BUDGET YEAR 2022->2023

PURCHASE ORDER NUMBER 23A-0243

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:

07/18/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual contract/agreement as per Proposal : CPQ-128565 Effective date : 07/01/22 to 06/30/23 1 Year 7184/11-000-261-420-19-752-14- ($18,865.95)	18,865.95	18,865.95 $18,865.95

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Thomas Santiago — SIGNATURE
TSM — TITLE
10-17-22 — DATE

Is Your Company Incorporated? [X] Yes [ ] No

80-0700676 — FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The abo
DATE
PURCH
CHECK

PO# 23A-0243
Chk# 57247 Hnd Chk No
Chk Date 11/18/2022
Vend Johnson Controls Fire Protection LP
Paid $18,865.95 Liq $18,865.95
Acct 11-000-261-420-19-752-14-

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO. 4488

BUDGET YEAR 2022->2023

PURCHASE ORDER NUMBER 23A-0243

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 07/18/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual contract/agreement as per Proposal : CPQ-128565 Effective date : 07/01/22 to 06/30/23 1 Year 7184/11-000-261-420-19-752-14- ($18,865.95)	18,865.95	18,865.95 $18,865.95

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

SIGNATURE: Antony Visaggio NAME (PRINT OR TYPE): Anthony Visaggio

TITLE: Building Supervisor DATE: 7/20/22

COMMENTS:

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

~Tray1~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Send To DISTRICT

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23025847	07-19-22	PO#23A-0243

CONTRACT #	MODIFIER
80934261	

PAYMENT TERMS
Net 60

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Requestors Name: Visaggio, Tony

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional High School-509 Forest Hills Pkwy-00726	01-JUL-22	30-JUN-23

INVOICE NOTES:

This is your Annual Invoice for the service agreement on the Fire Alarm, Emergency exit light for Central Regional High School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-2799 United States.

Total Contract Amount - $18,865.95

Amount Of Current Invoice	-	$18,865.95
Sales Tax	-	$0.00
Total Amount Included	-	$18,865.95
Payment Received	-	$0.00

Total Amount Due ▶ $18,865.95

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23025847

DATE OF INVOICE
07-19-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE	01-JUL-22	30-JUN-23	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-EE-EMERGENCY LIGHT	1	EMERGENCY EXIT LIGHT SYSTEM	$1,034.70
				EE-E-LIGHT - ANNUAL	24	Emergency/Exit Lighting (Annual Including 90 Minute Load Test)	
FIRE ALARM ENHANCE - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS	01-JUL-22	30-JUN-23	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-EDWARDS-EST3	1	EDWARDS FIRE ALARM SYSTEM EST3	$17,831.25
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	269	Smoke Sensor Addressable	
				FA-HEAT DETECTOR	536	Heat Detector Restorable	
				FA-CO DETECTOR	17	Carbon Monoxide Detector	
				FA-PULL	61	Pull Station	
				FA-NOTIFICATION APPL	282	Audio-Visual Notification Conventional	
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DUCT SENSOR	38	Duct Sensor Addressable	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO: 4488

BUDGET YEAR: 2022->2023

PURCHASE ORDER NUMBER: 23A-0243

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 07/18/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY

☐ CONFIRMATION
☐ ORIGINAL
☐ PREPAY
☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual contract/agreement as per Proposal : CPQ-128565 Effective date : 07/01/22 to 06/30/23 1 Year 7184/11-000-261-420-19-752-14-($18,865.95)	18,865.95	18,865.95 $18,865.95

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 07/18/2022 at 10:46:29 AM

23A-0243

Completed Requisition

Page 1

Central Regional School District

Date 07/18/2022

Vendor # 4488

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by PATREC

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Annual contract/agreement as per Proposal : CPQ-128565 Effective date : 07/01/22 to 06/30/23 1 Year	18,865.9500	18,865.95
				$18,865.95

7184/11-000-261-420-19-752-14- ($18,865.95)

Administrator Approval :

Date :

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Jul-22** (the "Effective Date") to **30-Jun-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $0.00 - **Proposal #:** CPQ-128565

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges
1	$18,865.95

BOE approved 7/29/22

KD Acct # 7184

Johnson Controls

SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Emergency Lights
Central Regional High School	509 Forest Hills Pkwy,	Bayville	NJ	08721-2734	$17,831.25	$1,034.70

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS

SYSTEM-FA-EDWARDS-EST3

FIRE ALARM LABOR COVERAGE PLUS PANEL PART REPLACEMENT OPTION FOR LISTED FIRE ALARM SYSTEMS:

The Enhanced Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. T ests will be scheduled in advance. Includes maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels,

annunciator panel s, transponders, printers, keyboards and monitors associated with system. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, software updates and peripheral devices are not covered. 15% discount on peripherals replacement. 15% discount on labor and parts not covered under service agreement (i.e. Acts of Nature, Faulty Wiring, User Abuse and Vandalism).

Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

Location of each device tested, including systemaddress or zone location

Test results and applicable voltage readings

Any discrepancies found will be noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internalorganizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE

SYSTEM-EE-EMERGENCY LIGHT

TEST AND INSPECTION OVERVIEW:

Inspections and diagnostic tests for the accessible emergency lighting listed.

DOCUMENTATION:

Test results shall be provided.

Each emergency light will have a sticker applied noting the month and year inspected. Note: C ustomer may request not to have a sticker placed on the emergency lights.

Any discrepancies found will be noted.

Inspection documentation shall be provided to the Customer. NOTE: Certain additional services may be required by the Authority

KO Acct# 7184

VENDOR NO.

4488

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

BUDGET YEAR

2022 >2023

PURCHASE ORDER NUMBER

23A-0243

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

emailed 7/18/22

DATE:

07/18/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Annual contract/agreement as per Proposal : CPQ-128565 Effective date : 07/01/22 to 06/30/23	18,865.95	18,865.95
				$18,865.95
		1 Year		
		7184/11-000-261-420-19-752-14- ($18,865.95)		

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
23A-0243
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
07/18/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO: emailed 7/18/22
Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

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				$18,865.95

CONDITIONS - READ CAREFULLY

1. Purchase Order invalid unless signed by Business Administrator.
2. Vendor MUST insert net amounts, including discounts, on enclosed voucher form for proper payment of bills and invoices.
3. Purchase Order number must appear on all invoices and correspondence.
4. Shipping Statement or Bill of Lading must accompany delivery of materials.
5. Shipping charges to be prepaid and included in your invoice.
6. The Board of Education reserves the right to cancel this order if delivery is not made within 30 days of receipt of order or unless otherwise noted.
7. Make deliveries between 8:30 A.M. AND 2:00 P.M.
8. Sign Vendor's Declaration on Voucher Copy of this order and return to us with your invoice.
9. Prices may have been estimated on orders other than Bid Awards. In case of increase, vendor must secure price adjustment approval prior to shipment.

NOTE PURCHASER IS TAX EXEMPT

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

NO ORDER VALID UNLESS SIGNED ABOVE

VENDOR COPY - RETAIN FOR YOUR RECORDS

MGL PRINTING SOLUTIONS

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

Emailed 10-17-22

BUDGET YEAR 2022->2023

VENDOR NO. 4488

PURCHASE ORDER NUMBER 23A-0243

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VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE: 07/18/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Tony Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

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VENDOR'S CERTIFICATION & DECLARATION

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X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR
2022->2023

VENDOR NO.
4488

PURCHASE ORDER NUMBER
23A-0401
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:
08/04/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
263 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : A Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & Detection Monitoring Service Agreement Proposal# CPQ-273735 7184/11-000-261-420-19-752-14- ($1,020.00)	1,020.00	1,020.00
				$1,020.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Valerie Smith | PMA Account Manager | 8/11/2022
SIGNATURE | TITLE | DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE
PO# 23A-0401 Hnd Chk No
Chk# 56973 Chk Date 10/21/2022
Vend Johnson Controls Fire Protection LP
PURCHAS.
Paid $1,020.00 Liq $1,020.00
Acct 11-000-261-420-19-752-14-
CHECK NO

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INV...

~Trayl~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Send To DISTRICT

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
23148412	09-26-22	23A-0401

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

CONTRACT #	MODIFIER
80940240	

PAYMENT TERMS
NET 30

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Requestors Name: Ciccone, John

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional High School-509 Forest Hills Pkwy-00726	01-AUG-22	31-JUL-23

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional High School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-2799 United States.

Total Contract Amount - $720.00

Amount Of Current Invoice	-	$720.00
Sales Tax	-	$0.00
Total Amount Included	-	$720.00
Payment Received	-	$0.00

Total Amount Due ▶ **$720.00**

-Tray2-

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
23148412

DATE OF INVOICE
09-26-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
Alarm & Detection-Wireless Monitorin	01-AUG-22	31-JUL-23	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-ADT	1	ADT FIRE ALARM SYSTEM	$720.00

-Travl-
Johnson Controls

Send Invoice to District 544

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd~ Dock A
HORSHAM, PA 19044-2305
215-347-6500
Billing Questions, Contact = Emily White

INVOICE NO.	INVOICE DATE	PO NUMBER
89178002	09-28-22	

SERVICE REQUEST #	SERVICE REQ. CREATED	NATIONAL ACCOUNT NUMBER
52892148	08-09-22	8739

PAYMENT TERMS
Net 60

Bill To: 544-00726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-00726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Service Requested By:

Requestors Phone Number:

Standard Non-PMA Customer Labor Rate Total :	$1576.6
Labor Discount for PMA Customer:	$1276.6
Discounted Labor Rate Total	$300
Standard Non-PMA Customer Expense Rate Total :	$404
Expense Discount for PMA Customer:	$404
Discounted Expense Rate Total	$0

Discount earned under Contract: 80934261.For additional discounts, Please contact your local JCI Office at
800-746-7539

Labor	$300.00
Material	
Other	$0.00
Invoice Amount	$300.00
Taxes	$0.00
Total Invoice Amount	$300.00
Payment Received	$0.00

Scope of work for service performed on your Edwards Fire Alarm System Est3 is not covered by your service agreement

Description of work
Service Call
Tech arrived on site to programmed Tel guard to JCI central station and tested. The panel is only sending alarms. Troubles will not transmit. The trouble conditions were not routed to the dialer the customer would have to have the panel reprogrammed by est dealer to have troubles report to dialer.
Service is complete
Thank you for your business!

Total Amount Due ▶ **$300.00**

Johnson Controls

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$300.00

BILL TO: Central Regional High School
544-00726147

SHIP TO: Central Regional High School
544-00726147

INVOICE NUMBER: 89178002

INVOICE DATE: 09-28-22

CUTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine IL 60055-0320

900003000038917800 2

-SD-Service-M597 544 89178002 00726147 8739

Johnson Controls

Billing Questions: Emily White

District # 544
283 Gibraltar Rd- Dock A
HORSHAM,PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
89178002

DATE OF INVOICE
09-28-22

INVOICE SERVICE DETAIL

SERVICE REQ #	TASK #	DATE OF SERVICE	ITEMIZATION OF CHARGES	PRODUCT ID	UOM	AMOUNT
2892148		09-AUG-22	Safety and Personal Protection Equipment Fee	PPE FEE	1 EA	$0.00
2892148	86006203	16-AUG-22	ALARM AND DETECTION REGULAR LABOR	SFTW TSPW RG	2.98 HR	$300.00
2892148	86645151	23-SEP-22	ALARM AND DETECTION REGULAR LABOR	SFTW TSPW RG	3.55 HR	$0.00
2892148	86006203	23-SEP-22	TRUCK CHARGE	TRUCK CHARGE	1 EA	$0.00
2892148	86645151	23-SEP-22	TRUCK CHARGE	TRUCK CHARGE	1 EA	$0.00

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

BUDGET YEAR: 2022->2023

PURCHASE ORDER NUMBER: 23A-0401

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

VENDOR NO.: 4488

DATE: 08/04/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : A Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & Detection Monitoring Service Agreement Proposal# CPQ-273735 7184/11-000-261-420-19-752-14-($1,020.00)	1,020.00	1,020.00 $1,020.00

Antonio Visaggio Antonio Visaggio
Buildings Supervisor 9/1/22

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
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VENDOR NO.
4488

BUDGET YEAR
2022->2023

PURCHASE ORDER NUMBER
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08/04/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

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1	Each	Alarm & Detection Monitoring Service Agreement Proposal# CPQ-273735 7184/11-000-261-420-19-752-14- ($1,020.00)	1,020.00	1,020.00 $1,020.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD COPY

MGL PRINTING SOLUTIONS

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 08/04/2022 at 10:48:28 AM

23A-0401 **Completed Requisition** Page 1

Central Regional School District

Vendor # 4488 ***Date*** 08/04/2022

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : A Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by MARIEREC **PO Type = Open Market**

Control # ***PO Description***

Qty.	*Unit*	*Print Description*	*Price*	*Extended Price*
1	Each	**Alarm & Detection Monitoring Service Agreement Proposal# CPQ-273735**	1,020.0000	1,020.00
				$1,020.00

7184/11-000-261-420-19-752-14- ($1,020.00)

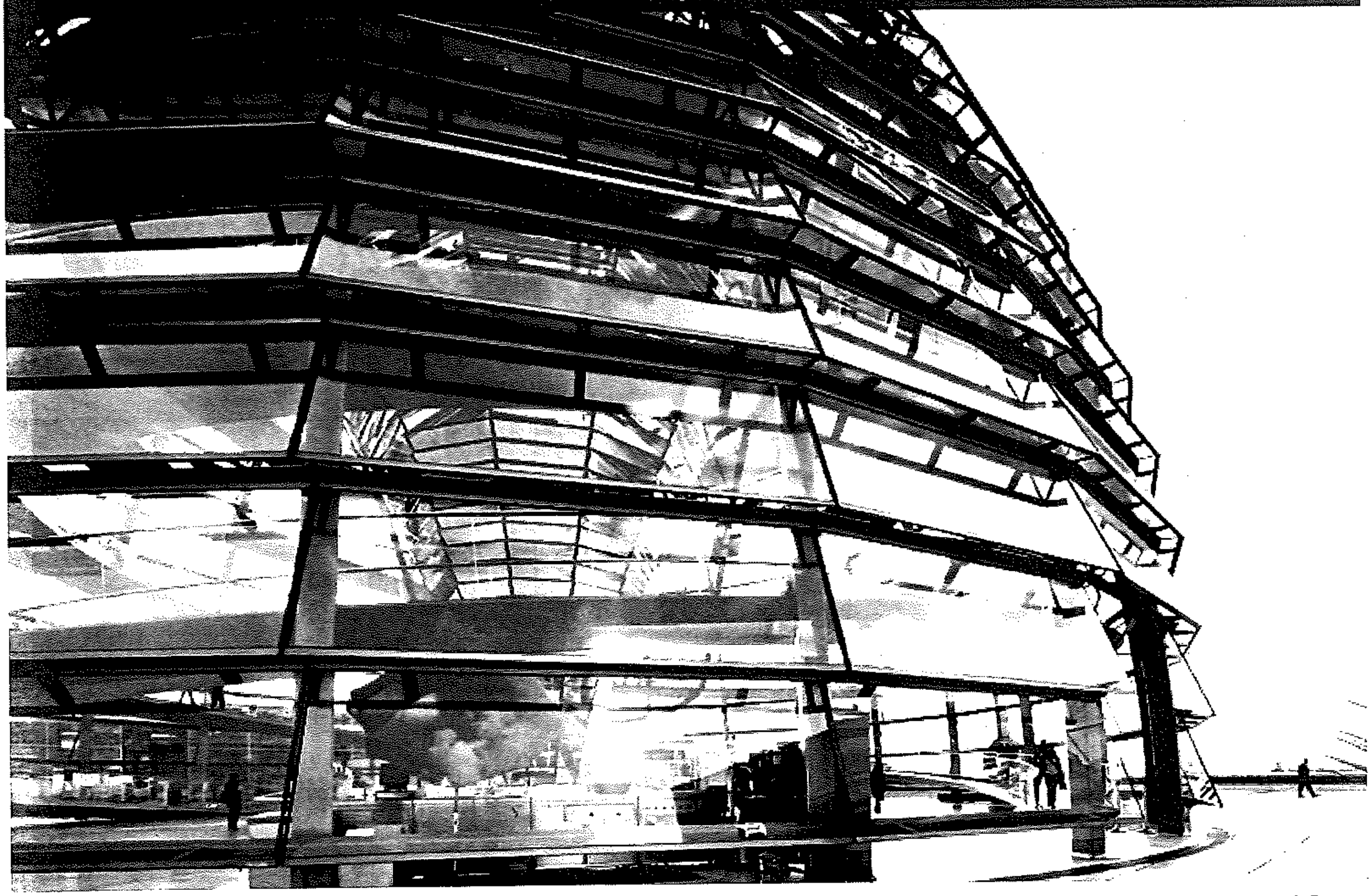
120

Administrator Approval : **Date :**

Central Regional School Dist - High Schoo

FA MON - CPQ-273735

Planned Service Agreement



Johnson Controls, Inc.

Proposal Presented On:
08-02-2022

VALERIE a smith@jci.com

The Power behind your mission

Johnson Controls

Johnson Controls

SERVICE SOLUTION

Customer #:
Central Regional School Dist
Date: 2-Aug-22
Proposal #: CPQ-273735
Term: 1-Aug-22 to 31-Jul-23

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy,
Bayville ,NJ
08721-2734

Service Location:
Central Regional High School
509 Forest Hills Pkwy,
Bayville, NJ 08721-2734

Johnson Controls Fire Protection LP
Sales Representative:
Valerie Smith

valerie.a.smith@jci.com

INVESTMENT SUMMARY

(***Excludes applicable Sales Tax ▪ Service Solution Valid for 45 Days***)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-FA-ADT

ADT FIRE ALARM SYSTEM

Customer Pricing Type : Local

Monitoring Account Type: Combo Fire & Burglar

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Phone lines (POTS)

Secondary Communication:

Per Point : No

One Time Charge - ONE TIME CHARGE **Total One Time Investment:** **$300.00**

ALARM & DETECTION- MONITORING Total: $720.00

SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
Central Regional High School	509 Forest Hills Pkwy,	Bayville	NJ	08721-2734	$720.00
Offering Total					$720.00

ALARM & DETECTION- MONITORING

SYSTEM-FA-ADT

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.

Johnson Controls

SERVICE SOLUTION

Central Regional School Dist		**Johnson Controls Fire Protection LP**	
Signature:	[signature]	Authorized Signature:	Valerie Smith
Print Name:	Antonio Visaggio	Print Name:	Valerie Smith
Title:	Building Supervisor	Title:	PMA Account Manager
Phone #:	732-581-0109	Phone #:	
Fax #:		Fax #:	
Email:	AVISAGGIO@CENTRAL REG.K12.NJ.US	License #: (if applicable)	
		Date:	August 2, 2022

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ NO: This signed contract satisfies requirement
- ☐ YES: Please reference this PO Number: ______________________

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used: ______________________
- ☐ NO: Please submit invoices via mail
- ☐ NO: Please submit invoices via ______________________

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Aug-22** (the "Effective Date") to **31-Jul-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

A.V Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $1,020.00 - **Proposal #:** CPQ-273735

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges	One Time Items	One Time Charges	Total Net Price
1	$720.00	ONE TIME CHARGE	$300	$1,020.00

TERMS AND CONDITIONS

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 (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a ("Renewal Term").

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. 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. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment. Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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 (e.g. Fire Marshal) 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 Customer that Company is not an insurer and that insurance coverage 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 and are unrelated to the value of 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 the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that 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 aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. 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 Services 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. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. 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 the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at https://www.johnsoncontrols.com/buildings/legal/digital/generaltos.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring 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 Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that am Company hereunder are based upon the value of the Monitoring Servi of liability set forth in this Agreement and are unrelated to the val property and the property of others located on the premises. Custon exclusively to Customer's insurer to recover for injuries or damage i loss or injury and that Customer releases and waives all right of Company arising by way of subrogation. Company makes no guai including any implied warranty of merchantability or fitness for a parti equipment or Services supplied by Company will detect or avert o consequences therefrom that the equipment or Service was designed It is impractical and extremely difficult to fix the actual damages, i proximately result from failure on the part of Company to perform an obligations under this Agreement. Accordingly, Customer agrees th be exempt from liability for any loss, damage or injury arising directly occurrences, or the consequences therefrom, which the equipme designed to detect or avert. Should Company be found liable for an injury arising from a failure of the equipment or Service in any re liability with respect to Monitoring Services shall be the lesser of Monitoring Services allocable to the site where the incident occurre five hundred ($2,500) dollars, as agreed upon damages and not Customer's sole remedy. Such sum shall be complete and exclusi SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICA OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD P shall JCI and its affiliates and their respective personnel, suppliers an to Customer or any third party under any cause of action or theory advised of the possibility of such damages, for any (a) special, inciden punitive or indirect damages of any kind, including but not limited to of profits, revenues, data, customer opportunities, business, antic goodwill; (c) business interruption; or (d) data loss or other losses ar ransomware, cyber-attacks or failures or interruptions to network sy OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDI OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMA OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liab Agreement shall inure to the benefit of all parents, subsidiarie Company, whether direct or indirect, and each of their employees, a directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless a against any and all losses, damages, costs, including expert fees and including reasonable defense costs, arising from any and all third-party injury, death, property damage or economic loss, arising in any way from of Customer or Company relating in any way to the Monitoring Services Agreement, whether such claims are based upon contract, warranty, to limited to active or passive negligence), strict liability or otherwise. Compa to select counsel to represent it in any such action. Customer shall name employees, agents, subcontractors, suppliers, and representatives as a Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only b amendment to this Agreement signed by both parties specifically refer and/or C, and no such amendment shall be effective unless approved Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defen harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all p enter or remain on Customer's premises and/or that should be notified in (the Contact/Call List) and Local Emergency Dispatch Numbers and revision and modifications to the above to Company in writing in a timel must ensure that all such persons are authorized and able to respond to

ii. Customer shall carefully and properly test and set the system imm securing of the premises and carefully test the system in a manner pre during the term of this Agreement. Customer agrees that it is responsi damages due to malfunction, miscommunication or failure of Customer's handle, process or communicate date data. If any defect in operation of or in the event of a power failure, interruption of telephone service, or Customer's premises of signal or data transmission through any media, Company immediately. If space/interior protection (i.e. ultrasonic, microv part of the System, Customer shall walk test the system in the mann Company.

iii. When any device or protection is used, including, but not limited to, sp may be affected by turbulence of air, occupied airspace change or other heaters, air conditioners, horns, bells, animals and any other sources movement which may interfere with the effectiveness of the System durin the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other ch premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operatio of the system and agrees to follow all instructions and procedures which the operation of the system, the rendering of services and the provisi premises.

vii. Customer shall pay all charges made by any telephone or com company or other utility for installation, leasing, and service charge connecting Customer's premises to Company. Customer acknowledg from Customer's premises to Company are transmitted over Custome transmission service and that in the event the telephone or other transmi order, disconnected, placed on "vacation," or otherwise interrupted, sig alarm system will not be received by Company, during any such interr equipment function and human factors, both with responding authorities and with Company, may affect response

19. 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 THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.
Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. 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.

28. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any 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 Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. ***Company as <u>Processor</u>:*** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as <u>Controller</u>:*** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Johnson Controls

Central Monitoring Subscriber Information

The form should be sent to Central Station ***at least*** 24 hours prior to the technician's arrival at the customer site. Forms may be faxed to 866-852-2475 or sent electronically to csdataentry@simplexgrinnell.com.

Subscriber Name: Central Regional School District
Monitoring Acct #: ______ Permit #: ______ ACE/Customer# 251908
Address: 509 Forest Hills Parkway City: Bayville
State/Province: NJ Zip/Postal Code: 08721 County/Township: ______
*Premise Phone#: 732-269-1100 Ext: 313
Fax: ______ Cross Street: ______

Account Type:

Contact List (Responsible Parties): Premise will be called prior to contact list

Name	Phone # (Ext)	Pass/Abort Code (will take the place # when calling)
John Ciccone		
Antonio Visaggio		

*Premise (unless 24/7) will not be called after hours except to verify burglar alarm

Local Emergency Dispatch Numbers (must be 24hr#) - NOT 911

Fire Dept (Local)		Paramedics (Local)	
Police Dept (Local)		Other:	( )

Local Jurisdictional Procedure Requirement: ______
Communicator/Panel Make: ______ Model#: ______
Number of Partitions (if Using): ______
Format Reporting:
Time Zone: EST Daylight Savings Time Observed:
Automatic Timer Test (Daily, Weekly, Monthly, None): ______

This account to receive history reports on the following basis:
Email address to send report to: avisaggio@centralreg.k12.nj.us

Special Instructions: (text/fax of signals available in place of calling)

Account will be programmed to send open/close signals (security alarms only)
Type of Open/Close to be provided:

Daily Schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	S
Opening Time	9:00	9:00	9:00	9:00	9:00	9:00	:
Closing Time	9:00	9:00	9:00	9:00	9:00	9:00	
**Window							

**All supervised accounts will be assigned a 60 minute window for scheduled openings and closings. If subscriber requests a longer or shorter window, please specify. Holidays/School Vacations closed:

e of acct

unday
10:00
6:00

Subscriber/Authorized Signature: Antonio Visaggio Date: 8/2/22
Subscriber Name Printed: Antonio Visaggio
SimplexGrinnell Employee: Valerie Smith District Number: 544 Date: 8/

2/2022

Johnson Controls

Central Monitoring Subscriber Information

The form should be sent to Central Station ***at least*** 24 hours prior to the technician's arrival at the customer site. Forms may be faxed to 866-852-2475 or sent electronically to csdataentry@simplexgrinnell.com.

Subscriber Name: Central Regional School District
Monitoring Acct #: ______ Permit #: ______ ACE/Customer# 251908
Address: 509 Forest Hills Parkway City: Bayville
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*Premise Phone#: 732-269-1100 Ext: 313
Fax: ______ Cross Street: ______

Account Type:

Contact List (Responsible Parties): Premise will be called prior to contact list

Name	Phone # (Ext)	Pass/Abort Code (will take the plac # when calling)
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Antonio Visaggio		

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Local Emergency Dispatch Numbers (must be 24hr#) - NOT 911

Fire Dept (Local)		Paramedics (Local)	
Police Dept (Local)		Other:	( )

Local Jurisdictional Procedure Requirement: ______
Communicator/Panel Make: ______ Model#: ______
Number of Partitions (if Using): ______
Format Reporting:
Time Zone: EST Daylight Savings Time Observed:
Automatic Timer Test (Daily, Weekly, Monthly, None): ______

This account to receive history reports on the following basis:
Email address to send report to: avisaggio@centralreg.k12.nj.us

Special Instructions: (text/fax of signals available in place of calling)

______
______
______

Account will be programmed to send open/close signals (security alarms only)
Type of Open/Close to be provided:

Daily Schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	S
Opening Time	9:00	9:00	9:00	9:00	9:00	9:00	
Closing Time	9:00	9:00	9:00	9:00	9:00	9:00	
**Window							

**All supervised accounts will be assigned a 60 minute window for scheduled openings and closings. If subscriber requests a longer or shorter window, please specify. Holidays/School Vacations closed:

______
______

e of acct

unday
10:00
6:00

Subscriber/Authorized Signature: ______________________ Date: __________

Subscriber Name Printed: Antonio Visaggio

SimplexGrinnell Employee: Valerie Smith District Number: 544 Date: 8/

2/2022

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Aug-22** (the "Effective Date") to **31-Jul-23** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

PAYMENT FREQUENCY: Annual In Advance

Initials

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: **$1,020.00** - **Proposal #:** CPQ-273735

PAYMENT SUMMARY:

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Year	PSA Charges	One Time Items	One Time Charges	Total Net Price
1	$720.00	ONE TIME CHARGE	$300	$1,020.00

KD

Acct # 7184

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR

2022->2023

VENDOR NO.

4488

PURCHASE ORDER NUMBER

23A-0401

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:

08/04/2022

emailed 8/16/22

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : A Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & Detection Monitoring Service Agreement Proposal# CPQ-273735 7184/11-000-261-420-19-752-14- ($1,020.00)	1,020.00	1,020.00
				$1,020.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

VENDOR NO.

4488

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

BUDGET YEAR

2022->2023

PURCHASE ORDER NUMBER

23A-0401

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:

08/04/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : A Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & Detection Monitoring Service Agreement Proposal# CPQ-273735 7184/11-000-261-420-19-752-14- ($1,020.00)	1,020.00	1,020.00 $1,020.00

CONDITIONS - READ CAREFULLY

1. Purchase Order invalid unless signed by Business Administrator.
2. Vendor MUST insert net amounts, including discounts, on enclosed voucher form for proper payment of bills and invoices.
3. Purchase Order number must appear on all invoices and correspondence.
4. Shipping Statement or Bill of Lading must accompany delivery of materials.
5. Shipping charges to be prepaid and included in your invoice.
6. The Board of Education reserves the right to cancel this order if delivery is not made within 30 days of receipt of order or unless otherwise noted.
7. Make deliveries between 8:30 A.M. AND 2:00 P.M.
8. Sign Vendor's Declaration on Voucher Copy of this order and return to us with your invoice.
9. Prices may have been estimated on orders other than Bid Awards. In case of increase, vendor must secure price adjustment approval prior to shipment.

NOTE PURCHASER IS TAX EXEMPT

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

NO ORDER VALID UNLESS SIGNED ABOVE

VENDOR COPY - RETAIN FOR YOUR RECORDS

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

VENDOR NO. 4488

BUDGET YEAR 2021->2022

PURCHASE ORDER NUMBER 22A-0008

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE: 07/01/2021

emailed 5/17/21

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : K. O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Service replacement of the existing Simplex addressable and older zoned system as per proposal #1	219,188.78	219,188.78
				$219,188.78
			1st payment	-129,434.43
		Board approved: 5/13/2021		89,754.35
		7667/12-000-262-732-19-752-14-($219,188.78)	2nd payment	-67,835.47
				21,918.88
			3rd	-21,918.88
				-0-

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X Jaroslaw Zurek — Project Manager — 9/7/2021
SIGNATURE — TITLE — DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above r

DATE

PURCHASE

CHECK NO

PO# 22A-0008 Hnd Chk No
Chk#54421 Chk Date 09/17/2021
Vend Johnson Controls Fire Protection LP
Paid $129,434.43 Liq $129,434.43
Acct 12-000-262-732-19-752-14-

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

MGL PRINTING SOLUTIONS 800-665-1959 C922-03 Q

~Trayl~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

PHILADELPHIA
283 Gibraltar Rd- Dock A
HORSHAM PA 190442305
Phone: (215) 347-6500

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
41490798	08/27/2021	22A-0008

TERMS	INVOICE TYPE
NET30	Schedule of Values

BILL TO: 544-000726147
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

PROJECT: 544-650015707
Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

INVOICE SUMMARY

TOTAL P.O. -	$219,188.78	INVOICE SUBTOTAL -	$143,816.04
INVOICED TO DATE -	$129,434.43	LESS RETAINAGE -	$14,381.61
DUE THIS INVOICE -	$129,434.43	SUBTOTAL -	$129,434.43
REMAINING TO INVOICE	$89,754.35	SALES TAX -	$0.00
		TOTAL INVOICE -	$129,434.43

Please direct inquiries to our local branch office listed above. PAY THIS AMOUNT ▶ **$129,434.43**

PROGRESS BILLING FORMS FOLLOW:

(KD) JK to pay partial Sept

Comments

Johnson Controls

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner :
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

From Contractor:
PHILADELPHIA
283 Gibraltar Rd- Dock A
HORSHAM PA 190442305
Phone: (215) 347-6500

PROJECT NAME	PROJECT NO.	APPLICATION NO.
Central Regional School D	650015707	00001

CUSTOMER P.O.	INVOICE NO	INVOICE DATE	PERIOD TO:
22A-0008	41490798	08/27/2021	08/31/2021

DISTRIBUTION LIST:
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐ ________

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown above, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$219,188.78
2.	Net Change by Change Orders		$0.00
3.	Contract Sum to Date		$219,188.78
4.	Total Completed & Stored to Date		$143,816.04
5.	RETAINAGE of Work Complete		$14,381.61
6.	Total Earned Less RETAINAGE		$129,434.43
7.	Less Previous Certificates		$0.00
8.	Current Payment before Sales Tax	$129,434.43	
	Sales Tax	$0.00	
	Total Current Payment Due Including Sales Tax		$129,434.43
9.	Balance to Finish, Not Including Sales Tax		$89,754.35

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates For Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Johnson Controls Fire Protection LP

By: Jayalakshmi Pillai Digitally signed by Jayalakshmi Pillai Date: 2021.09.03 00:56:25 +05'30' Date: 09/03/2021

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTH BY OWNER:	$0.00	$0.00
TOTALS APPROVED THIS MONTH:	$0.00	$0.00
TOTALS:	$0.00	$0.00
NET CHANGES BY CHANGE ORDER:		**$0.00**

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
Attach explanation if amount certified differs from the amount applied for.

ARCHITECT:

By: ____________ Date: ____________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

~Tray2~

Johnson Controls

APPLICATION AND CERTIFICATE FOR PAYMENT DETAIL PAGE

To Owner:
Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

From Contractor:
PHILADELPHIA
283 Gibraltar Rd- Dock A
HORSHAM PA 190442305
Phone: (215) 347-6500

PROJECT NAME	PROJECT NO.	APPLICATION NO
Central Regional School Di	650015707	00001

CUSTOMER P.O.	INVOICE NO.	INVOICE DATE
22A-0008	41490798	08/27/2021

PERIOD TO: 08/31/2021

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PREVIOUS APPLICATION	E THIS PERIOD	F MATERIAL STORED	G TOTAL COMPLETED AND STORED	H %	I BALANCE TO FINISH	J RETAINAGE TO DATE
00007	Mobilization	$21,918.88	$0.00	$21,918.88	$0.00	$21,918.88	100.00	$0.00	$2,191.89
00008	Material	$121,897.16	$0.00	$121,897.16	$0.00	$121,897.16	100.00	$0.00	$12,189.72
00009	Commissionoing	$75,372.74	$0.00	$0.00	$0.00	$0.00	0.00%	$75,372.74	$0.00
	SUBTOTAL:	$219,188.78	$0.00	$143,816.04	$0.00	$143,816.04	65.61%	$75,372.74	14,381.61

~Tray2~

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

BUDGET YEAR: 2021->2022

VENDOR NO.: 4488

PURCHASE ORDER NUMBER: 22A-0008

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 07/01/2021

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : K. O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Service replacement of the existing Simplex addressable and older zoned system as per proposal #1	219,188.78	219,188.78
				$219,188.78
		Board approved: 5/13/2021		
		7667/12-000-262-732-19-752-14-($219,188.78)		

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

KO

SIGNATURE ______ NAME (PRINT OR TYPE) ______

TITLE ______ DATE ______

COMMENTS: ______

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

RECEIVING COPY - PLEASE RETURN TO BUSINESS ADMINISTRATOR/BOARD SECRETARY PROMPTLY

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

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VENDOR NO: 4488

BUDGET YEAR 2021->2022

PURCHASE ORDER NUMBER 22A-0008

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 07/01/2021

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : ~~K. O'Shea~~ P. Visaggio
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

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				$219,188.78
		Board approved: 5/13/2021		
		7667/12-000-262-732-19-752-14-($219,188.78)		

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

SIGNATURE: Curtis Klein
NAME (PRINT OR TYPE): Curtis Klein
TITLE: Dir of Facilities
DATE: 12/14/21

COMMENTS: ______

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

______
BUSINESS ADMINISTRATOR/BOARD SECRETARY

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BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
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ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO: 4488

BUDGET YEAR 2021->2022

PURCHASE ORDER NUMBER 22A-0008

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE: 07/01/2021

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : K. O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
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				$219,188.78

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD COPY

va_req01_v031919

This is A Requisition, Not An Actual PO

Run on 05/12/2021 at 12:05:04 PM

22A-0008

Completed Requisition

Central Regional School District

Vendor # 4488

Date 07/01/2021

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : K. O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by SHARONREC

PO Type = Open Market

Control #

PO Description

Qty.	*Unit*	*Print Description*	*Price*	*Extended Price*
1	Each	Service replacement of the existing Simplex addressable and older zoned system as per proposal #1	219,188.7800	219,188.78
				$219,188.78

Board approved: 5/13/2021

7667/12-000-262-732-19-752-14- ($219,188.78)

Administrator Approval : KO

Date :

This is A Requisition, Not An Actual PO ___/___/_____

Johnson Controls

Johnson Controls Fire Protection LP
283 Gibraltar Road
Horsham , PA 19044

Johnson Controls Fire Protection LP Quotation

To:
Central Regional School Dist
509 Forest Hills Parkway
Berkeley Township, NJ 08721

Project: Central Regional School Dist - CPQ-15707
Johnson Controls Reference: 650015707
Proposal #: 1
Date: 05/11/2021

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Contact Information:

Shamus Ryan

Service Sales Account Manager

609-920-8521

Shamus.ryan@jci.com

Scope of Work

Johnson Controls Fire Protection Inc / Simplex *is pleased to provide the following proposal for the project known as: Central Regional Middle School*

The attached quote is furnished under the SimplexGrinnell State of New Jersey contract (#83717) and it identifies parts/materials and/or labor for services work to be performed by SimplexGrinnell. Please note that some of the contents of this quote may be identified as "open market" items as defined as such under the New Jersey contract.

Customer Request
4010 Hybrid Panel
2020 Inspection Report
Site Visit

Information from Plan(s): *None*

Project Intent: This project will provide a service replacement of the existing Simplex addressable and older zoned system on a one for one basis. All exiting devices in the newer side with addressable devices will remain. The replacement fire alarm system will allow for greater

Proprietary

2021-22 Budget

Acct # 7667

Johnson Controls Fire Protection LP
283 Gibraltar Road
Horsham , PA 19044

serviceability and reliability. The existing system should be replaced due to deficiencies, age, and serviceability. The proposed project will furnish material and labor to replace all fire alarm field devices and the main fire alarm panel. Existing wiring, pathways, and locations will remain.

1. JCI/SG Scope of Work: JCI Fire Protection LP will provide a turnkey solution to install a new Simplex 4100ES fire alarm panel and replace all existing devices including, smoke detectors, heat detectors, pull stations, horn strobes, control relays, etc. These devices have been identified on the inspection reports and a site walk through. All components will be replaced on a one for one basis and will maintain the existing general alarm function and sequence of operations.

   All fire alarm devices included will be point addressable, including initiating and notification devices so the end user will be able to identify all points specifically from the individual label in the system. The existing new style Simplex A/V's will not be replaced and will remain non addressable.

   The Simplex 4100ES will be located in the main office in place of the existing 4010 panel. The fire alarm panel will be non-functional for the duration of this installation and fire watch may be necessary. Any man power or costs associated with fire watch are not included in this proposal.

   All existing wiring will be reused and the field devices being replaced will be mounted and installed in the same location with the same function as the existing devices. The NAC extender panel will also be replaced along with the annunciator.

   Johnson Controls will provide a Simplex 4100ES fire alarm panel with capability to expand for future upgrades and replacements, fire alarm material, devices and technical services for the project as described. Johnson controls will also provide project management and design service including permits, riser drawings, cut sheets, close out documentation and end user training.

   Fire alarm floor plans are not included and if required additional charges will be assessed.

   <u>***Important Clarifications and Exclusions***</u>:

   -Existing wiring troubles and replacement are not expected or included, if there are wiring troubles up to 16 hours maybe dedicated to servicing these troubles and then additional charges for hours will be incurred with customer approval.

   Any ancillary systems (i.e. elevator, mechanical, HVAC, suppression) connected to the fire alarm system or the associated 3rd party vendors which may need to be contracted for their reconnection to the new fire alarm system for this project are not included. The responsibility to contract with, schedule, and manage them is the sole responsibility of the customer.

   -Fire watch maybe required and is not included in this proposal. Johnson Controls will make all reasonable efforts to minimize the need for fire watch but it expected to be required.

Johnson Controls

Johnson Controls Fire Protection LP
283 Gibraltar Road
Horsham , PA 19044

Material List

Part #	Qty.	Part Description	LIST Price	List -10%
4100-9701	1	ES-PS MSTR CTRLR 2X40	$2,640.92	$2,376.83
4100-3206	1	8 POINT 3 AMP AUX RELAY MODULE	$1,340.83	$1,206.75
4100-5013	1	8 POINT ZONE/RELAY MODULE	$1,663.53	$1,497.18
4100-6080	1	SERIAL DACT SIDE MOUNT	$235.21	$211.69
4100-1279	8	2 BLANK DISPLAY MODULE	$179.04	$161.14
4100-2300	1	EXPANSION BAY (PHASE 10 ONLY)	$287.26	$258.53
4100-2105	1	2 BAY GLASS DOOR&RETAINER PLAT	$1,535.43	$1,381.89
2975-9439	1	4100ES BOX, #2 PLATINUM	$295.54	$265.99
4100-0644	3	120V ES-PS PDM HARNESS	$89.34	$80.41
4100-0634	1	POWER DISTRIBUTION MODULE	$401.91	$361.72
4100-3117	1	MSTR CTLR IDNET2, FACTORY ONLY	$0.01	$0.01
4100-3109	2	IDNET2 250PT 2 LOOP MODULE	$20,413.50	$18,372.15
4100-5131	2	ES-PS FAN MODULE	$121.22	$109.10
4100-5402	2	ES-XPS POWER SUPPLY	$1,471.58	$1,324.42
4100-5450	2	NAC CARD	$348.82	$313.94
4100-5451	1	IDNAC CARD	$241.30	$217.17
4603-9101	1	LCD ANNUNCIATOR	$4,345.02	$3,910.52
4098-9756	28	DUCT SENSOR HOUSING-4-WIRE	$31,610.32	$28,449.29
4098-9856	28	"SAMPLING TUBE 49"", PLASTIC"	$1,700.72	$1,530.65
2098-9806	28	REMOTE TEST STATION	$5,240.76	$4,716.68
4099-9006	26	STATION-LED, DA PUSH ADDR	$8,550.62	$7,695.56
4090-9001	2	SUPERVISED IAM	$600.70	$540.63
4090-9010	2	8 AMP RELAY IAM MODULE	$1,164.76	$1,048.28
2975-9206	1	6 GANG BOX, IVORY, 5744-6	$356.04	$320.44
4098-9792	208	SENSOR BASE	$57,792.80	$52,013.52
4098-9733	130	HEAT SENSOR	$14,601.60	$13,141.44
4098-9714	78	PHOTO SENSOR	$16,858.14	$15,172.33
2081-9276	2	BATTERY 33AH	$721.72	$649.55
49AO-WRF	22	AO Wall Red FIRE	$2,676.30	$2,408.67

Johnson Controls Fire Protection LP
283 Gibraltar Road
Horsham , PA 19044

49VO-WRF	22	VO Wall Red FIRE	$5,147.56	$4,632.80
49AV-WRF	6	AV Wall Red FIRE	$1,619.04	$1,457.14
Material Total			$184,251.54	**$165,826.39**

Permits / Submittals / Drawings...$5,305.59

Labor @ 111.76 per hour

DSGN LAB	LOT	DESIGN LABOR
PM LAB	LOT	PROJECT/CONSTRUCTION MGMT
COMM LAB	LOT	COMMISSIONING LABOR

Labor Total...$48,056.80

Project Total Price...$219,188.78

This proposal covers direct costs only and we reserve the right to claim for impact and consequential costs.

Inclusions

THIS PROPOSAL INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

[X] Prevailing Wage Rates

[X] Equipment as listed

[X] Freight (F.O.B. shipping point)

[] Shop Drawings: **AUTO CAD FILES, WITH FIRE ALARM DEVICES SHOWN, MUST BE PROVIDED AT NO ADDITIONAL COSTS TO JCI/SG**

[X] Installation of equipment, cable, raceway and boxes

[X] Installation of FACP

[X] Installation of Fire Alarm Devices

[X] Device terminations

[X] Panel terminations

[] PE Sealed Drawings

[X] Technical support including software programming

Johnson Controls Fire Protection LP
283 Gibraltar Road
Horsham , PA 19044

[X] Permit

[ ] Inspection Fees

[ ] Payment/Performance Bonds

[X] 1 functional certification test of new devices

[X] 1 AHJ test

[X] 2 Hours of standard operation and maintenance training

[X] Project coordination meetings

[X] Close out documentation

[] Interface to non-JCI/SG provided equipment:

[X] ONE YEAR standard parts and equipment warranty

[ ] Fire Watch

1. **Clarifications:**
2. JCI/SG is not responsible for the design of this project. Additional devices may be deemed necessary by the AHJ and could result in additional cost.
3. The expected start date for this project is **XX/XX/XXXX** and is expected to run **XX** Months in duration.
4. All work is to be performed during the hours of **7:30 AM to 3:30 PM** Monday through Friday excluding company holidays.
5. Quotation is valid for a period of 30 days ONLY unless modified in writing by JCI/SG. No asbestos abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
6. No Lead paint abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
7. P-touch labeling of field installed device addresses.

   Note2: Training on the use of the tool will be provided to contractor upon request.

1. ***JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted***

Johnson Controls Fire Protection LP
283 Gibraltar Road
Horsham , PA 19044

1. **Order Requirements:**

If JCI/SG is awarded this project we will need:

- A complete set of bid documents including specifications and any addendums
- All contract drawings in AutoCAD shall be sent to shamus.ryan@jci.com or mailed to the branch address on this proposal.
- A complete schedule
- A copy of the "Notice of Commitment"

Your P.O. or contract will need to reference this proposal # and amount. This proposal and its terms and condition shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

I trust that the above is understandable and to your satisfaction. Should you have any questions, please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,
Shamus Ryan

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR
2021->2022

VENDOR NO.
4488

PURCHASE ORDER NUMBER
22A-0008
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:
07/01/2021

emailed 5/17/21

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : K. O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

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		Board approved: 5/13/2021		
		7667/12-000-262-732-19-752-14-($219,188.78)		

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

SIGNATURE TITLE DATE

Is Your Company Incorporated? ☐ Yes ☐ No

FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above claim was ordered paid at the meeting of the Board of Education on

DATE

PURCHASE ORDER NO.

CHECK NO.

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

MGL PRINTING SOLUTIONS 908-665-1999 C022-03 Q

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

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VENDOR NO: 4488

BUDGET YEAR 2021->2022

PURCHASE ORDER NUMBER 22A-0008

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DATE: 07/01/2021

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JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : K. O'Shea
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

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CONDITIONS - READ CAREFULLY

1. Purchase Order invalid unless signed by Business Administrator.
2. Vendor MUST insert net amounts, including discounts, on enclosed voucher form for proper payment of bills and invoices.
3. Purchase Order number must appear on all invoices and correspondence.
4. Shipping Statement or Bill of Lading must accompany delivery of materials.
5. Shipping charges to be prepaid and included in your invoice.
6. The Board of Education reserves the right to cancel this order if delivery is not made within 30 days of receipt of order or unless otherwise noted.
7. Make deliveries between 8:30 A.M. AND 2:00 P.M.
8. Sign Vendor's Declaration on Voucher Copy of this order and return to us with your invoice.
9. Prices may have been estimated on orders other than Bid Awards. In case of increase, vendor must secure price adjustment approval prior to shipment.

NOTE PURCHASER IS TAX EXEMPT

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

NO ORDER VALID UNLESS SIGNED ABOVE

VENDOR COPY - RETAIN FOR YOUR RECORDS

ADT Commercial

QUOTED WORK ORDER

* 8 9 1 1 1 7 3 4 2 *

Branch:	6444	Sales Representative:	John Martinez	Today's Date:	4/22/2021

Customer Information

Business Name:	CENTRAL REGIONAL SCHOOL DISTRICT	Phone:	(732)269-1100
Address:	509 FOREST HILLS PARKWAY BAYVILLE, NJ 08721	Billing Address:	509 FOREST HILLS PARKWAY BAYVILLE, NJ 08721

Investment Summary

Total Equipment and Installation Charge: $93,800.00

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay $0.00 of these Equipment Charges, with a remaining balance of $93,800.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Not on State or Co-op

Site Location Information

Location Name:	CENTRAL REGIONAL MIDDLE SCHOOL		
Address:	509 FOREST HILLS PARKWAY BAYVILLE, NJ 08721		
Site #:	949025485	Phone:	

System Design Information

System Design Name:	SRMS FA replace
Equipment Ownership:	Customer Owned
Warranty Period:	1 Year

Please attach to PO. 22A-0008 Losing Quotes

Qty	
1	
1	LOOP , 2 LOOP
1	STER POWER
1	rols English
1	MMUNICATOR
2	BATTERY 12V 50AH
2	BATTERY 12V 7A
1	BCA BATTERY CABINET RED
3	Single Input Module
18	HORN/STROBE,15-110CD,RED,FIRE
2	MOUNTING PLATE UNIVERSAL (10 PACK)

1	Signature Driver Card Used to upgrade 3-SSDC1 to 3-SDDC1 add 2nd loop to 3X controllers Supports o
34	DUCT SMOKE DET. W/ RELA
34	ACCESSORY, FIRE; AIR SAMPLE TUBE, 60 INCH
34	ACCESSORY, FIRE; REMOTE TEST/RESET STATION, MAGNETIC -SIGA/2-WIRE
104	HEAT DETECTOR INTELLIGENT FIXED TEMPERATURE
34	DVN -PULL STATION ADDRESSABLE
3	HIH Control Relay
78	Edwards intelligent multi-criteria optical smoke detector, UL/ULC
3	Dual Input Module
182	INTELLIGENT FIRE; DETECTOR BASE - STANDARD, FOR 4IN SQ BOX, INCLUDES -TS4 SKIRT

Losing Proposal

Summary of Charges

Equipment & Installation Total	$93,800.00
Estimated Taxes	$0.00
Monthly Fee	$0.00

Scope Of Work

not on state contract or

Replace Fire Alarm System 1 for 1 replacement including all existing field devices. PREVAILING RATE LABOR.

Co-op

PARTS $43,400

LABOR $50,400

Inclusions/Exclusions

OUR COST TO YOU INCLUDES THE FOLLOWING:**Parts and Prevailing Rate Labor***If any additional unexpected labor or parts are needed then additional quote must be approved to continue***

OUR COST TO YOU EXCLUDES THE FOLLOWING:Permit Filing and fees,.
Any existing troubles that are not part of this quote.
Any additional required costs from other trades like (elevator, sprinkler, HVAC etc.)
Painting and patching if required.
Signed sealed drawings if required.
Lifts or scaffolding that may be required.

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

X Appendix 1: Warranty
X Appendix 2: General Terms and Conditions
_ Appendix 3: NASPO Terms and Conditions
_ Appendix 4: ATM Install Terms and Conditions
_ Appendix 5: ATM Software Support Agreement
_ Appendix 6: Recurring Services Terms and Conditions
_ Appendix 7: Monitoring Agreement
_ Appendix 8: Brivo Hosted AVC and Video Terms and Conditions
_ Appendix 9: Avigilon Terms and Conditions
_ Appendix 10: Special Provisions

Master Agreement

X Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

_ Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

OPEN SYSTEMS
integrators inc

SERVICE IS OUR COMMITMENT

Co-op #65MCESCCPS, BID #ESCNJ 17/18-59, Term 6/28/2021-6/25/2022

April 29, 2021

Kevin O'Shea
School Business Administrator/Board Secretary
Central Regional School District
509 Forest Hills Parkway
Bayville, N.J.

Re: –Bayville Central Middle School- Fire Alarm Replacement

Mr. O'Shea:

We are appreciative for the opportunity to submit our proposal to furnish and install a new Audio / Evac Fire Alarm System to the **Bayville Central Middle School** utilizing the **Educational Services Commission of New Jersey Co-op**.

Current Circumstance & Objective:

The intent is to provide the building and its occupants with an upgraded Audio / EVAC Life Safety System. This objective shall be achieved by working closely within the stipulations of the IBC 2018 & NFPA 72 code.
A comprehensive site survey was conducted of the existing fire alarm system and the building itself. Utilizing the information obtained during this process we submit the following proposal.

Scope of Work:

- A new Notifier NFS2-3030 panel will replace existing Simplex panel in the Main Office. This panel will generate voice messaging as well as having emergency paging capability to all areas building.
- All areas of the building will have Speaker / Strobes installed in the ceilings utilizing all new wiring. This includes all classrooms, halls, lavatories, and common areas as required by code.
- Newly installed existing Carbon Monoxide detectors will be reconnected to new system utilizing Notifier addressable modules.

- (2) Amp / Strobe cabinets will be installed (1) on each floor to operate new notification appliances.
- The new addressable devices will be installed on new wiring and associated hardware.
- Addressable Smoke detectors will be installed in all Hallways as well as Classrooms.
- Above ceiling heat detection will be replaced in kind with new addressable devices.
- (36) duct detectors to be replaced and wired for shutdown of unit upon activation as required by code.
- All existing smoke door holders to be reconnected to new system.
- Elevator shaft and lobbies to have appropriate detection installed for code required capture and shutdown. (elevator co. may have to modify their equipment as no shutdown currently exists).
- Heat detection to be provided as required in attic crawl space above locker rooms.
- Monitor existing flow and tamper switches.
- Moisture proof heat detector to be installed in dishwasher area of Kitchen.
- Ansul system in Kitchen to be monitored by new system.
- Gym will have (4) beam detectors installed with protective guards.
- (2) weatherproof Speaker / Strobes to be installed. (1) on front and (1) on rear of building.
- Existing Simplex Annunciator in Entry Vestibule will be replaced with Notifier Annunciator.
- All required engineering, drawings, submittals and permit preparation will be provided as required.

Notes:

- Scaled drawings (if required) are not included in this proposal.
- Installation to be performed on 1st shift 7-3pm
- Quotation valid for 30 days.
- If project is to be completed this Summer purchase order must be provided by 5/24/21. (permits and equipment ordering make this necessary).
- School to supply lift as needed.
- Demolition is not included in this proposal.
- Existing Dialer to be Re-used.
- This proposal does not include a bid bond.

Value Added Services:

- Start-up field supervision by designated OSI project manager
- Freight
- Two-year equipment warranty
- Testing
- NFPA-72 inspections/test report
- In-service training

Cost:

- The total cost including engineering, equipment, labor, programming, testing, and training related to the scope of work outlined above utilizing the **Educational Services Commission of New Jersey Co-op** amounts to...........**$317,562.31.**

Closing:

Thank you for your confidence in our organization to supply these important services to the Bayville Central School District. Should you have any questions regarding our approach or would like to discuss any portion of this submission in more detail, please feel free to contact me at (908) 229-2048 or e-mail me at mpicard@osicorp.net

Best regards,

Mark Picard

NICET IV Fire Alarm Specialist

Open Systems Integrators, Inc.

211 Yardville Hamilton Square Road
Hamilton, NJ 08620
Office 732.792.2112 | Cell 908-229-2048
email mpicard@osicorp.net

Separate Cost Line Items:

- Demolition of existing system including ceiling tiles and plates as required.. $34,566.00
- Cellular Communicator including antenna installation including 1 year of monitoring.. $2,465.25.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR
2021->2022

VENDOR NO.
4488

PURCHASE ORDER NUMBER
22A-1301
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE:
11/10/2021

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : C. Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & Detection Monitoring for the Central Regional Middle School	544.53	544.53
1	Each	Fire Alarm Enhanced Test & Inspect plus system labor and panel parts	12,789.35	12,789.35
1	Each	Emergency Exit lights enhanced service	284.36	284.36
				$13,618.24
		One year agreement 10/1/2021 to 9/30/2022 Proposal # CPQ-129003		
		Board approved: 11/18/2021		
		7185/11-000-261-420-29-752-14-($13,618.24)		

PO# 22A-1301 Hnd Chk No
Chk# 55831 Chk Date 04/29/2022
Vend Johnson Controls Fire Protection LP
Paid $544.53 Liq $544.53
Acct 11-000-261-420-29-752-14-

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Thomas D Santiago
Total Service Manager
Johnson Controls
Philadelphia Dist 544

X ________ SIGNATURE   TITLE   11-23-21 DATE

Is Your Company Incorporated? ☑ Yes ☐ No   80-0700676 FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above cl

PO# 22A-1301 Hnd Chk No
Chk# 55228 Chk Date 01/21/2022
Vend Johnson Controls Fire Protection LP
Paid $13,073.71 Liq $13,073.71
Acct 11-000-261-420-29-752-14-

DATE

PURCHASE

CHECK NO.

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

MGL PRINTING SOLUTIONS 908-665-1999 C022-03 Q

~11ay1~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Send To LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
22826558	03-24-22	22A-1301

CONTRACT #	MODIFIER
80925740	

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

PAYMENT TERMS
Net 60

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE, NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: Kleier, Curtis

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
CENTRAL REGIONAL MIDDLE SCHOOL-509 FOREST HILLS PKWY-180	01-JAN-22	31-DEC-22

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

CKleier

Total Contract Amount -	$544.53	Amount Of Current Invoice	-	$544.53
		Sales Tax	-	$0.00
		Total Amount Included	-	$544.53
		Payment Received	-	$0.00

Total Amount Due ▶ $544.53

~11ay2~

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
22826558

DATE OF INVOICE
03-24-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-JAN-22	31-DEC-22	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$544.53
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

~Trayl~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

Send To DISTRICT

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
22658460	12-08-21	22A-1301

CONTRACT #	MODIFIER
80918596	

PAYMENT TERMS
Net 60

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: Kleier, Curtis

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional Middle School-509 Forest Hills Pkwy-180	01-OCT-21	30-SEP-22

INVOICE NOTES:

This Is your Annual Invoice for the service agreement on the Fire Alarm, Emergency Exit for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

Total Contract Amount - $13,073.71

Amount Of Current Invoice	-	$13,073.71
Sales Tax	-	$0.00
Total Amount Included	-	$13,073.71
Payment Received	-	$0.00

Total Amount Due ▶ $13,073.71

~Tray2~

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
22658460

DATE OF INVOICE
12-08-21

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
EMERGENCY EXIT LIGHTS ENHANCED SERVICE OFFER	01-OCT-21	30-SEP-22	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-EE-EMERGENCY LIGHT	1	EMERGENCY EXIT LIGHT SYSTEM	$284.36
				EE-E-LIGHT - ANNUAL	6	Emergency/Exit Lighting (Annual Including 90 Minute Load Test)	
FIRE ALARM ENHANCE - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS	01-OCT-21	30-SEP-22	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$12,789.35
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2021 >2022

PURCHASE ORDER NUMBER
22A-1301
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
11/10/2021

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : C. Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Alarm & Detection Monitoring for the Central Regional Middle School	544.53	544.53
1	Each	Fire Alarm Enhanced Test & Inspect plus system labor and panel parts	12,789.35	12,789.35
1	Each	Emergency Exit lights enhanced service	284.36	284.36
				$13,618.24
		One year agreement 10/1/2021 to 9/30/2022 Proposal # CPQ-129003		
		Board approved: 11/18/2021		
		7185/11-000-261-420-29-752-14-($13,618.24)		

I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

Curtis Kleier
SIGNATURE

Curtis Kleier
NAME (PRINT OR TYPE)

Dir of Facilities
TITLE

11/22/21
DATE

COMMENTS:

CHECK ONE OF THE FOLLOWING:
___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

RECEIVING COPY - PLEASE RETURN TO BUSINESS ADMINISTRATOR/BOARD SECRETARY PROMPTLY

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT
509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

BUDGET YEAR
2021->2022

VENDOR NO.
4488

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

PURCHASE ORDER NUMBER
22A-1301
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
11/10/2021

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : C. Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
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1	Each	Fire Alarm Enhanced Test & Inspect plus system labor and panel parts	12,789.35	12,789.35
1	Each	Emergency Exit lights enhanced service	284.36	284.36
				$13,618.24
		One year agreement 10/1/2021 to 9/30/2022 Proposal # CPQ-129003		
		Board approved: 11/18/2021		
		7185/11-000-261-420-29-752-14-($13,618.24)		

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD COPY

This is A Requisition, Not An Actual PO

Run on 11/08/2021 at 11:13:02 AM

22A-1301

Completed Requisition

Central Regional School District

Vendor # 4488

Date 11/10/2021

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : C. Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by SHARONREC

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	Alarm & Detection Monitoring for the Central Regional Middle School	544.5300	544.53
1	Each	Fire Alarm Enhanced Test & Inspect plus system labor and panel parts	12,789.3500	12,789.35
1	Each	Emergency Exit lights enhanced service	284.3600	284.36
		One year agreement 10/1/2021 to 9/30/2022 Proposal # CPQ-129003		$13,618.24

Board approved: 11/18/2021

7185/11-000-261-420-29-752-14- ($13,618.24)

Administrator Approval : **Date :**

This is A Requisition, Not An Actual PO ___/___/_____

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Oct-21** (the "Effective Date") to **30-Sep-22** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
Dept. CH 10320
Palatine, IL 60055-0320

PAYMENT FREQUENCY: *Annual In Advance* ________ **Initials**
PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $13,618.24 - Proposal # : CPQ-129003

PAYMENT SUMMARY:

Year	Term	Total Net Price
1	10/01/2021 - 09/30/2022	$13,618.24

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Central Regional School Dist	**Johnson Controls Fire Protection LP**
Signature: Curtis Klein	ValerieSmith
Print Name: Curtis Kleier	Phone #:
Title: Dir of Facilities	Fax #:
Phone#: 732 269 1100	License #:
Fax #:	Authorized Signature:
Email:	Print Name: Thomas D Santiago
PO#:	Title: Total Service Manager Johnson Controls Philadelphia Dist 544
Date:	Date:

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required

Johnson Controls

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Central Regional School Dist** and is effective **1-Oct-21** (the "Effective Date") to **30-Sep-22** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

Remit To: Johnson Controls Fire Protection LP (f/k/a SimplexGrinnell LP)
Dept. CH 10320
Palatine, IL 60055-0320

PAYMENT FREQUENCY: *Annual In Advance* ________ **Initials**
PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $13,618.24 - Proposal # : CPQ-129003

PAYMENT SUMMARY:

Year	Term	Total Net Price
1	10/01/2021 - 09/30/2022	$13,618.24

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

Central Regional School Dist

Signature: Curtis Klein
Print Name: Curtis Kleier
Title: Dir of Facilities
Phone#: 732 269 1100
Fax #: ____________
Email: ____________
PO#: ____________
Date: ____________

Johnson Controls Fire Protection LP

ValerieSmith
Phone #:
Fax #: ____________
License #: ____________
Authorized
Signature: ____________
Print Name: ____________
Title: ____________
Date: ____________

CUSTOMER APPROVAL:

Please check the applicable box indicating Customer Purchase Order (PO) requirements:

☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required

Acct# 7185

Johnson Controls

SERVICE SOLUTION

Customer:
Central Regional School Dist
Date: 7-Oct-21
Proposal #: CPQ-129003
Term: 1-Oct-21 to 30-Sep-22

Service Location:
Central Regional Middle School
509 Forest Hills Pkwy
Bayville NJ 08721-2734

Billing Customer:
Central Regional High School
509 Forest Hills Pkwy

BAYVILLE NJ 08721-2799

Johnson Controls Fire Protection LP
Sales Representative:
Valerie Smith

,
valerie.a.smith@jci.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ▪ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
SYSTEM-FA-SIMPLEX 4100ES			
SIMPLEX 4100ES FIRE ALARM PANEL	**Est. First Inspection: October**		
Annunciator	1	Annual	
Fire Alarm Battery Test (each)	2	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Duct Sensor Addressable	7	Annual	
Heat Detector Restorable	108	Annual	
Main Fire Alarm Panel	1	Annual	
Audio-Visual Notification Conventional	9	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Pull Station	24	Annual	
Smoke Sensor Addressable	100	Annual	
Smoke Detector Conventional	108	Annual	

ALARM & DETECTION- MONITORING

ALARM & DETECTION- MONITORING Total: $544.53

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS
SYSTEM LABOR AND PANEL PARTS

FIRE ALARM ENHANCED - TEST & INSPECT - PLUS SYSTEM LABOR AND PANEL PARTS Total: $12,789.35

SYSTEM-EE-EMERGENCY LIGHT

TERMS AND CONDITIONS

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 (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a ("Renewal Term").

2. Payment. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. 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. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Tern. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

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 (e.g. Fire Marshal) 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 Customer that Company is not an insurer and that insurance coverage 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 and are unrelated to the value of 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 the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that 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 aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. 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 Services 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. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)").UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring 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 Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of 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 the 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, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that 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 with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred ($2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY 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), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY 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 THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.**

C. Indemnity, Insurance. 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 the Monitoring Services provided 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. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

IV. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE**

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada,This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any 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 Company unless made in writing and signed by an Authorized Representative of Company.

33. Headings. The headings in this Agreement are for convenience only.

34.Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

36. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. ***Company as Processor***: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. ***Company as Controller***: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39.License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

VENDOR NO. 4488

BUDGET YEAR 2021->2022

PURCHASE ORDER NUMBER 22A-3064

THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VOUCHER
PLEASE SIGN & RETURN FOR PAYMENT

DATE: 04/27/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Curtis Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY	
		☐ CONFIRMATION ☐ ORIGINAL ☐ PREPAY ☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Monitoring service agreement at the middle school from 1/1/2022 - 12/31/2022 as per invoice #22874903. 7185/11-000-261-420-29-752-14- ($384.00)	384.00	384.00 $384.00

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X [signature]
SIGNATURE

Thomas D Santiago
Total Service Manager
Johnson Controls
Philadelphia Dist 544
TITLE

5-24-22
DATE

Is Your Company Incorporated? ☐ Yes ☐ No

90-0700676
FEDERAL TAX I.D. NO. or SOCIAL SECURITY NO.

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

[signature]
BUSINESS ADMINISTRATOR/BOARD SECRETARY

PAYMENT INFORMATION

The above clai[m]
DATE
PURCHASE C[...]
CHECK NO.

PO# 22A-3064
Chk#56184 Chk Date 06/16/2022 Hnd Chk No
Vend Johnson Controls Fire Protection LP
Paid $384.00 Liq $384.00
Acct 11-000-261-420-29-752-14-

VOUCHER COPY - SIGN AT (X) AND RETURN WITH INVOICE FOR PAYMENT

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
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VENDOR NO. 4488

BUDGET YEAR 2021->2022

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DATE: 04/27/2022

VENDOR:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:

Attn To : Curtis Kleier
Central Regional High School
Receiving Dept
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I CERTIFY THAT I RECEIVED THE GOODS OR SERVICES ITEMIZED ON THIS PURCHASE ORDER.

Curtis Kleier
SIGNATURE

Curtis Kleier
NAME (PRINT OR TYPE)

Dir of Facilities
TITLE

5/19/22
DATE

COMMENTS:

CHECK ONE OF THE FOLLOWING:

___ MSDS SHEET ATTACHED ___ MSDS SHEET REQUIRED BUT NOT PROVIDED ___ MSDS SHEET NOT REQUIRED

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

RECEIVING COPY - PLEASE RETURN TO BUSINESS ADMINISTRATOR/BOARD SECRETARY PROMPTLY

MGL PRINTING SOLUTIONS

~itdyi~

Johnson Controls

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Send To LOCAL

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
22874903	04-21-22	

CONTRACT #	MODIFIER
80927989	

PAYMENT TERMS
Net 60

Bill To: 544-00726147

Central Regional High School
509 Forest Hills Pkwy
BAYVILLE, NJ 08721-2799

Ship To: 544-18023000

Central Regional Middle School
509 Forest Hills Pkwy
BAYVILLE NJ 08721-0000

Requestors Name: Kleier, Curtis

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Central Regional Middle School-509 Forest Hills Pkwy-180	01-JAN-22	31-DEC-22

INVOICE NOTES:

This is your Annual invoice for the Monitoring service agreement for Central Regional Middle School at 509 Forest Hills Pkwy BAYVILLE OCEAN NJ 08721-0000 United States.

CKlein Approved 4/22/22

Total Contract Amount - $384.00

Amount Of Current Invoice	-	$384.00
Sales Tax	-	$0.00
Total Amount Included	-	$384.00
Payment Received	-	$0.00

Total Amount Due ▶ **$384.00**

Johnson Controls

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$384.00

BILL TO: Central Regional High School
544-00726147

SHIP TO: Central Regional Middle School
544-18023000

INVOICE NUMBER: 22874903

INVOICE DATE: 04-21-22

CUSTOMER P.O.:

REMIT TO: Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine , IL 60055-0320

9000038400722874903

Johnson Controls

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.
22874903

DATE OF INVOICE
04-21-22

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-JAN-22	31-DEC-22	509 Forest Hills Pkwy, , BAYVILLE, NJ	SYSTEM-FA-SIMPLEX 4100ES	1	SIMPLEX 4100ES FIRE ALARM PANEL	$384.00
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-POWER SUPPLY/NAC	1	Remote Power Supply/NAC Extender	
				FA-BATTERY	2	Fire Alarm Battery Test (each)	
				FA-DACT	1	Digital Alarm Communicator Transmitter (DACT)	
				FA-ANNUNCIATOR	1	Annunciator	
				FA-SMOKE DET ADDR	100	Smoke Sensor Addressable	
				FA-SMOKE DET CONV	108	Smoke Detector Conventional	
				FA-HEAT DETECTOR	108	Heat Detector Restorable	
				FA-DUCT SENSOR	7	Duct Sensor Addressable	
				FA-PULL	24	Pull Station	
				FA-NOTIFICATION APPL	9	Audio-Visual Notification Conventional	

BOARD OF EDUCATION
CENTRAL REGIONAL SCHOOL DISTRICT

509 Forest Hills Parkway, Bayville, New Jersey 08721
TEL (732) 269-1100 • FAX (732) 269-7723
An Equal Opportunity Employer

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING POINT

VENDOR NO.
4488

BUDGET YEAR
2021->2022

PURCHASE ORDER NUMBER
22A-3064
THIS NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND CORRESPONDENCE.

DATE:
04/27/2022

VENDOR:
JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 19044-2305

SHIP TO:
Attn To : Curtis Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

REQUISITION NUMBER	REQUISITIONED BY

☐ CONFIRMATION
☐ ORIGINAL
☐ PREPAY
☐ BID AWARD

QUANTITY ORDERED	CATALOG / UNIT	ITEM DESCRIPTION / ACCOUNT NUMBER	UNIT PRICE	TOTAL AMOUNT
1	Each	Monitoring service agreement at the middle school from 1/1/2022 - 12/31/2022 as per invoice #22874903. 7185/11-000-261-420-29-752-14-($384.00)	384.00	384.00
				$384.00

BOARD OF EDUCATION - CENTRAL REGIONAL SCHOOL DISTRICT

BUSINESS ADMINISTRATOR/BOARD SECRETARY

BOARD COPY

MGL PRINTING SOLUTIONS

This is A Requisition, Not An Actual PO

22A-3064

Completed Requisition

Central Regional School District

Vendor # 4488

Date 04/27/2022

Vendor:

JOHNSON CONTROLS FIRE PROTECTION LP
District #544
283 Gibraltar Road
Horsham, PA 190442305

Ship To:

Attn To : Curtis Kleier
Central Regional High School
Receiving Dept
509 Forest Hills Parkway
Bayville, NJ 08721

Requested by DFAIGES

PO Type = Open Market

Control #

PO Description

Qty.	Unit	Print Description	Price	Extended Price
1	Each	**Monitoring service agreement at the middle school from 1/1/2022 - 12/31/2022 as per invoice #22874903.**	384.0000	384.00
		7185/11-000-261-420-29-752-14- ($384.00)		$384.00

Administrator Approval : Curtis Kleier

Date : 4/27/22