

LifeSafety Management, Inc.
Terms and Conditions for Extinguisher Inspection, Kitchen Hood Inspection, Service
Call, and Work Authorization.

It is understood and agreed by the parties hereto that Contractor is providing the proposed repair designed to reduce the risk of loss; that the payments provided for herein and are based solely on the value of the services as described herein and are unrelated to the value of any property located on Customer's premise; that Contractor is not liable for losses which may occur in cases of malfunction or non-function of the system or of the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Contractor's negligence or failure of performance; that Contractor is not an insurer; and that insurance, if any, covering personal injury and/or property loss or damage in Customer's premises shall be obtained and/or maintained by Customer.

It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the premises which may be lost, stole, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert, inability of Contractor to guarantee police and fire department response time, and establishing a causal connection between the system or service problems and Customer's possible loss. Therefore if any liability is imposed on Contractor, such liability shall be limited to an amount equal to the charge set out above or \$1000.00, whichever is less. This sum shall be paid and received either (1) as a liquidated damages and not as a penalty, or (2) as a limitation of liability approved and agreed upon by the parties. The payment of this amount shall be Contractor's sole and exclusive liability regardless of whether loss or damage is caused by the performance or non-performance of obligations under this contract or by negligence, active or otherwise, of Contractor, its employees, agents or representatives. No suit or action shall be brought against the Contractor more than 90 days after the accrual of the cause of action therefore.