



4506 Hollins Ferry Road
Baltimore, MD 21227
Phone: 443-838-6346
Email: dnieves@fireline.com

January 15, 2018

James Hill
Burke Community Management Group
10494 Business Center Court
Manassas VA 20110
Phone: 703-361-9014 Fax: 703-330-5254
james@burkecmg.com

Testing Location:

**This agreement covers, WESTBRIAR PLAZA CONDOS
2651, 2653, 2662, 2663, 2664 & 2665
Park Tower Drive
Vienna, VA 22180**

PROPOSAL # - 1856351535

Dear James:

On behalf of Fireline Corporation I am pleased to submit the following **[Fire Alarm & Sprinkler Monitoring]** agreement for your consideration.

If you have any questions pertaining to the information presented above, or if I can further assist you in any way kindly contact me at 443-838-6346

To execute this agreement including the attached Terms and Conditions please sign and return to me by either mail or email.

Sincerely,

**Digitally Signed
By Danny Nieves**

Danny Nieves
Business Consultant
Fireline Corporation

MONITORING AGREEMENT



A Women Owned Business

This Monitoring Agreement is made between Fireline Corporation, a Maryland based company hereafter known as "Fireline" and _____ **Burke Community Management Group** _____, hereafter known as "Customer".

Scope of Work:

Monitoring of [Fire Alarm] [Sprinkler] System – Fireline will provide fire alarm signal transmission through a cellular transmitter to a U.L. listed Central Station.

Annual Fee.....\$ 540.00* per dialer

**System will require an additional one-time set up installation charge of \$650.00 which includes basic equipment, installation and programming.*

This proposal includes all Fireline provided equipment, installation, programming and monthly monitoring fees necessary to provide monitoring. If the existing system is proprietary, a subcontractor may be required at an additional cost. In addition, an antenna may be required due to insufficient signal strength and is not included in the pricing above.

Please note that should the monitored equipment go into a runaway condition; additional costs may be charged by the central station. Customer will be responsible for these costs which will be invoiced through Fireline.

This quotation and the prices herein are valid for thirty (30) days. This agreement shall be in force for the time selected above from the acceptance date and automatically renewed for successive contract years at Fireline's prevailing rate. Either party may terminate the agreement at any time for any reason by giving at least thirty (30) days written notice to the other party. If the agreement is canceled by the Customer within the first year from date of signature there will be a five hundred dollar (\$500) early termination fee. If your account becomes past due, Fireline has the right to stop service immediately without formal notification.

Rev 4 (3.2017)

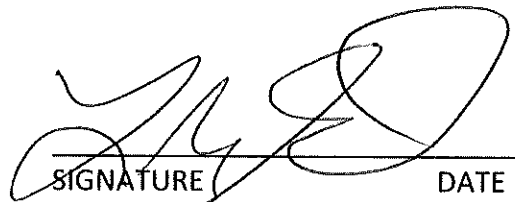
EXCLUSIONS:

QUOTED PRICE EXCLUDES, any permits, plans, inspection fees, phone lines, lifts, design, battery calculations, troubleshooting, programming, cutting, patching, painting, moving of furniture, taxes, and freight.

APPROVED BY:

PURCHASE ORDER # (if required)

Attachment: Terms and Conditions



SIGNATURE DATE
Landon Derunte
PRINT NAME
Vice Pres.
TITLE

Customer Billing Information
(return with contract)

Billing Information

Business Name: Westbriar Plaza @ Dunn Loring
C/O Burke Community Management Group

Address: 10494 Business Center Court

City: Manassas State: VA Zip: 20110

Contact Name: James Hill Email: James@burkecmg.com
Crystal Tennant Email: Office@burkecmg.com

Phone: 703-361-9014 office Fax: 703-330-5254
703-895-4879 cell

Taxable: ☒ Yes No Tax Exempt #: _____ (Please Provide Copy of Certificate)

Site/Work Location

Business Name: Westbriar Plaza @ Dunn Loring

Address: 2451, 2453 2462, 2463, 2464, 2465

Park Tower Dr. Manhattan Place

City: Vienna State: VA Zip: 22181

Schedule Contact Name: James Hill Email: James@burkecmg.com

Phone: 703-361-9014 office Fax: 703-330-5254
703-895-4879 (C)

1. Scope of Inspection: The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. COMPANY may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system, its installation and/or its design. Inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. To the extent any dry pipe or pre-action systems are included in the Agreement, the inspections provided herein do not include any analysis or inspection as to whether the piping is properly or adequately sloped and/or pitched.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized. The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. COMPANY does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of CUSTOMER'S particular location.

2. Definitions:

- a. "Inspection" is a visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage
- b. "Testing" is a procedure used to determine the operational status of a component or system by physically manipulating components of the system.
- c. "Deficiency" is a condition in which a system or portion thereof is damaged, inoperable or in need of service, but does not rise to the level of an impairment.
- d. "Impairment" is a condition where a system or unit or portion thereof is out of order and the condition can result in the system or unit not functioning in a fire event.

3. Frequency: The frequency of inspection and testing is limited to the frequency outlined above. Any additional inspection and testing frequencies are hereby excluded unless contained in a separate, written authorization subject to all terms and conditions of the Agreement.

4. The Initial Term: The Initial Term of this Agreement will begin on the date that appears above and continue for the period indicated above (the Initial Term). This Agreement shall automatically be renewed each year after the expiration of the Initial Term unless terminated by either party prior to the expiration of the Initial Term. Each renewal term shall be subject to the same terms and conditions herein except that the amounts charged for each renewal period shall be at the Company's then-current rate.

5. Inspection Notification: Prior to the COMPANY performing any tests, the CUSTOMER must notify any alarm monitoring COMPANY, the local fire department, and all occupants and tenants.

6. Emergency/Additional Inspection: Emergency or additional inspections requested by the CUSTOMER will be furnished at an extra charge and be subject to all terms and conditions of this Agreement.

7. Emergency Control Functions: If testing of emergency control functions (e.g. fan control, smoke damper operation, elevator recall, elevator power shut down, door holder release, shutter release, door unlocking, stairwell pressurization fans, smoke removal control systems, etc.) are included in this Agreement, the outputs to those systems from the fire alarm control panel will be activated through the control modules to verify proper operation of the outputs. Testing and verifying proper operation of the emergency control systems, including but not limited to those herein identified, is excluded from this Agreement. If CUSTOMER wishes to test and verify the operation of the emergency control systems CUSTOMER must retain the services of qualified contractors specific to the emergency control systems in order to test and verify proper operation of the emergency control systems. COMPANY will work with, as necessary, CUSTOMER'S selected contractors but has no right or authority to control said contractors and further has no legal relationship to said contractors.

8. Work of Others: COMPANY makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). COMPANY makes no warranties, express or implied, regarding the adequacy, performance or

condition of any fire protection/suppression or notification equipment. COMPANY cannot and does not guarantee that loss or damage will not occur.

9. WARRANTY – NO EXPRESS OR IMPLIED WARRANTIES – THE CUSTOMER UNDERSTANDS AND AGREES THAT COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF COMPANY HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT

10. Liquidated Damages: The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any that may proximately result from a failure on the part of Company to perform any of its obligations hereunder. Accordingly, if Company is found liable to Customer for loss or damage to property resulting from its obligations under this Agreement, Company's liability shall be limited to the lesser of a sum equal to one-half of the Contract price or \$1,000 as liquidated damages and not as a penalty.

11. Waiver of Subrogation: COMPANY is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole responsibility of CUSTOMER. CUSTOMER agrees to rely exclusively on CUSTOMER's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property therein. CUSTOMER does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge COMPANY from and against all damages covered by CUSTOMER's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against COMPANY.

12. Dry Pipe System: CUSTOMER is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system. CUSTOMER is also aware that other sources of water can exist in dry pipe systems in the absence of the operation of the dry valve; e.g. condensation from the air compressor maintaining the air pressure in the dry system. CUSTOMER is aware that residual water left in a dry pipe system may freeze, cause damage to the pipes or other components and cause significant water damage to the premises and property therein. During inspection and testing of dry pipe systems, CUSTOMER must provide COMPANY full access to all low point auxiliary drains and/or drum drips so that residual water from testing can be drained. CUSTOMER must also perform regular, proper draining of low point auxiliary drains and/or drum drips in accordance with the intervals described by NFPA 25 and as otherwise required

13. Authorization: The person executing this Agreement on behalf of the CUSTOMER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's designee.

14. NFPA Standards: CUSTOMER has reviewed and is familiar with the National Fire Protection Association Standards applicable to all systems that are subject to this Agreement and understands the requirements and consequences of failure to comply with the requirements therein. CUSTOMER shall comply with the requirements of the NFPA Standards applicable to CUSTOMER'S equipment and systems subject to this Agreement. CUSTOMER is responsible for maintaining all fire protection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

15. Heat: CUSTOMER shall ensure that all areas of the building(s) containing water-filled pipes and valves shall be maintained at a minimum temperature of 40° F. COMPANY shall not be held responsible for building conditions, including but not limited to, heating, cooling, insulation and/or conditioning of spaces with sprinkler system pipe or components. Conditions of temperature are outside of the scope of this Agreement.

16. Corrective Action: CUSTOMER shall, and is solely responsible to, correct or repair deficiencies or impairments that are found during the inspection and/or tests provided pursuant to this Agreement. COMPANY will not perform any repairs or corrections absent a separate written agreement which agreement will be subject to all of the terms and conditions of this Agreement.

17. Entire Agreement: This Agreement contains the entire understanding and final expression of Agreement and supersedes and replaces any previous Agreements between the parties. This Agreement may be amended only in a writing signed by both parties.

18. Acceptance: Acceptance of CUSTOMER'S purchase is expressly made conditional on CUSTOMER'S assent to the terms and conditions set forth herein. COMPANY is not bound by any additional or different terms contained in CUSTOMER'S purchase order or other document or oral statement of CUSTOMER or COMPANY.

19. Inspection Services: COMPANY will provide inspection services for the CUSTOMER'S equipment described on the Inspection Agreement ("Equipment") during normal working hours (7:30 a.m. to 4:00 p.m., Monday through Friday, except COMPANY holidays).

20. Extinguishing Agents: CUSTOMER agrees that all extinguishing agents incorporated

in the Equipment are the property of CUSTOMER. The cost to replace any extinguishing agents in the event of a discharge, regardless of cause, will be borne by CUSTOMER. CUSTOMER is responsible for all costs related to recharging the equipment and is urged to purchase first party insurance coverage should this event occur. Inspection is intended only to allow the COMPANY to inform the CUSTOMER as to what work is necessary to keep the Equipment in proper operating condition.

21. Services and Taxes: If CUSTOMER requests remedial maintenance services, such services will be performed pursuant to a separate written authorization subject to these terms and conditions and shall be invoiced to CUSTOMER at COMPANY'S applicable hourly rates (including travel time). If remedial maintenance services were begun during normal working hours and at the request of CUSTOMER and extends beyond one hour after normal working hours, a charge will be made for hours more than one hour beyond normal working hours at COMPANY'S applicable hourly rate. In addition to the services described above, COMPANY may, at CUSTOMER'S request, provide services in addition to those defined above. Such services will be invoiced to CUSTOMER on a time and material basis. COMPANY shall add to all charges and CUSTOMER agrees to pay any sales, excise, use or other taxes or fees, now in effect or hereafter levied, which COMPANY may be required to pay or collect in connection with this Agreement. Additional charges shall be invoiced to CUSTOMER. If CUSTOMER is tax exempt CUSTOMER will provide COMPANY with a valid and correct tax exemption certificate before executing this Agreement. Failure to provide a tax exemption certificate in a timely fashion may result in CUSTOMER losing the advantages of tax exemption with regard to this Agreement.

22. Payment: With credit approval, all charges under this Agreement shall be paid net twenty (20) days from the date of invoice, unless otherwise specified. Overdue payments shall be charged interest at the rate of twenty-four percent (24%) per annum or the maximum rate permitted by applicable law, whichever is less. If CUSTOMER does not pay any amount due under this Agreement or any other Agreement with COMPANY, or otherwise defaults under this Agreement or breaches this Agreement, COMPANY may immediately terminate this Agreement or refuse to provide any services under this Agreement or other Agreements between COMPANY and CUSTOMER or may agree to provide service only on a C.O.D. or prepaid basis. If COMPANY retains a collection agency or legal counsel or incurs any out of pocket expenses to collect overdue payments, all such collection costs, including attorneys' fees, shall be payable by CUSTOMER.

23. Additional Equipment: Additional items of equipment or service shall be added to this Agreement by addendum only. The addendum shall specify the type of equipment and the charge for such equipment for inspection services. Inspection charges for any additional items of equipment with an effective date other than that set forth on the face of this Agreement shall be prorated to the next date payment is due under this Agreement and will continue thereafter until the termination of this Agreement. Additional equipment will be subject to the same expiration date of this Agreement.

24. Water Supply: Company shall not be held responsible for the sufficiency of the public, or private water supply.

25. Access to Equipment: A representative of CUSTOMER will be present at the site at all times that services are being performed by COMPANY. COMPANY personnel will not enter nor remain at the site in the absence of a CUSTOMER representative. COMPANY shall be given full and free access to the Equipment to perform inspection. CUSTOMER will provide a safe place in which to perform maintenance if maintenance is warranted and the parties agree that maintenance is to be performed pursuant to paragraph 18. COMPANY will invoice CUSTOMER for time waiting for Equipment availability after a ten minute wait beyond the scheduled service time.

26. Force Majeure: COMPANY shall be excused from any delay or failure to provide services under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, terrorism, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond COMPANY'S reasonable control.

27. INDEMNIFY AND HOLD HARMLESS. The Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of any work provided by Company in association with or involving the installation, use, operation, repair, and maintenance and performance of the fire detection and/or suppression equipment referenced herein which is caused by or contributed to by any negligent act, error or omission, solely or jointly on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to any sole negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer, shall make a claim for any damage or injury (including death) as above described, the Customer agrees to indemnify and save harmless the Company, its agents, servants and employees from and against any and all loss, expense, damage or

injury (including death), the Company and/or its agents, servants or employees may sustain as a result of any such claim and the Customer agrees to assume the defense of the Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses incurred in connection therewith. This Agreement shall continue in effect notwithstanding the fact the Customer has accepted and paid for the Work. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for the Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that the Company is relying upon this limitation in determining the cost of services provided to the Customer.

28. Time Limitation: All claims, actions or proceedings, legal or equitable against COMPANY must be commenced in court within one year after the cause of action has accrued or the act omission or event occurred from which the claim, action or proceeding arises, whichever is earlier, without judicial extension of time or said claim action or proceeding is barred time being of the essence of this paragraph. CUSTOMER further understands that the COMPANY is relying upon this limitation in determining the cost of services provided to you.

29. Choice of Law: This Agreement is made and entered into in the State of Maryland and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Maryland as if entirely performed in Maryland and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement.

30. Jurisdiction: CUSTOMER consents to the exclusive jurisdiction and venue of the Baltimore County Court of the State of Maryland with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. CUSTOMER agrees that effective service of process may be made upon CUSTOMER by U.S. Mail under the notice provision contained in paragraph 31 of this section.

31. Notice: All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of COMPANY or CUSTOMER shown in the Inspection Agreement. Notice will be deemed to have been given 5 (five) days after the mailing of the notice.

32. Termination: Each party shall have the right to terminate this Agreement immediately or withhold services in the event: (i) either party files a petition in bankruptcy, (ii) either party has a bankruptcy petition filed against it; or (iii) either party is unable to pay its debts as they mature or makes an assignment for the benefit of creditors, and such petition is not cured within 30 days.

33. Remedies Cumulative: The remedies provided in this Agreement in favor of COMPANY upon default of CUSTOMER shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in COMPANY'S favor existing at law or in equity. COMPANY may exercise all remedies, successively or concurrently, and any such action shall not operate to release CUSTOMER until the full amount of all sums due and to become due under this Agreement have been paid.

34. Assignment: This Agreement may not be assigned by CUSTOMER directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of COMPANY, which consent may be withheld by COMPANY, in its sole discretion, for any reason or no reason. COMPANY may assign this Agreement and/or its rights and obligations under this Agreement to any person or entity that has the necessary license or qualifications to perform the work.

35. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of this Agreement, which shall remain in full force and effect in accordance with its terms.

36. Commercial Transaction: CUSTOMER acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, family or household use.

37. Other Defaults: It shall be a default under this Agreement if CUSTOMER files a petition in bankruptcy, has a bankruptcy petition filed against it, or is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors or defaults under any other Agreement with the COMPANY.

38. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.

39. Headings: Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

40. Attorney's Fees: In the event of any litigation regarding the interpretation or enforcement of this Agreement, if COMPANY is the prevailing party it shall have its reasonable attorney's fees and costs of litigation paid by the CUSTOMER.