

# DEAN & ALLYN, INC.

**FIRE PROTECTION - SPECIAL HAZARD**

- A CONTRACT FOR AUTOMATIC SPRINKLER EQUIPMENT INSPECTION**
- B CONTRACT FOR TESTING FIRE ALARM / DETECTION EQUIPMENT**
- C COMBINED CONTRACT FOR THE ABOVE PROGRAMS A & B**

AGREEMENT made this 10th day of August 2015 between Dean & Allyn, Inc., hereinafter called the CONTRACTOR, and \_\_\_\_\_

Maura Rodway

30 US Route 1

located at \_\_\_\_\_

Falmouth, ME 04105

hereinafter called the SUBSCRIBER, for the above indicated contract option.

WITNESSETH, that:

Subscriber owns and/or occupies premises located at 30 City Center in the city of Portland, state of Maine, wherein there is now Installed certain automatic sprinkler and/or fire alarm and detection equipment, to wit:

**Quarterly inspection/testing of one (1) wet pipe sprinkler system, per attached specifications; \$400.00/year**  
**Annual certification of two (2) backflow prevention device/s; \$55.00/year.**

### Scope of Work

Contractor shall inspect and/or test the equipment described herein In accordance with the contract option selected above and the Contractor's then current Report Form, all in accordance with the terms and conditions contained herein and on the reverse side hereof.

### Number of Inspections

The Contractor shall inspect and/or test said installation 4 times per year at regular intervals.

### Term

The term of this Agreement shall be one (1) year from date hereof and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least thirty (30) days written notice being given to the other party prior to the anniversary date thereof. Contractor's then current charges shall apply for each renewal period.

### Cost of Inspection and Payment

The Subscriber shall pay to Contractor within 30 days after the first inspection has been made the sum of four hundred fifty five and 00/100 Dollars (\$ 455.00/year ). If the Subscriber fails to pay the full amount due, Contractor may, at its option, terminate this contract and, in any event, will not be obligated to perform any additional work until payment of the amount past due has been received by Contractor.

### Report of Inspection

Notice of this agreement and copies of all Reports of Inspection and/or test will be forwarded by the Contractor to \_\_\_\_\_, the insurance authority having jurisdiction and to the Subscriber. Notice of termination or change In number of inspections per year by the Contractor shall be given to the insurance authority.

### Limitation of Liability

The Contractor makes NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Contractor shall constitute a warranty by the Seller or give rise to any liability or obligation.

Contractor's liability to Subscriber for personal Injury, death, or property damage arising from performance under this contract shall be limited to the contract price. Subscriber shall hold Contractor harmless from any and all third party claims for personal Injury, death or property damage arising from Subscriber's failure to maintain the systems or keep them In operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall the Contractor be liable for any special, Indirect, Incidental, consequential or liquidated, penal or any economic loss damages of any character, Including but not limited to loss of use of the Subscriber's property, lost profits or lost production, whether claimed by the Subscriber or by any third party, Irrespective or whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

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116 Lewiston Road / Gray, ME 04039  
Tel: 207/657 - 5646 Fax: 207/657 - 5647

ACCEPTED BY:

SUBSCRIBER (Company Name) \_\_\_\_\_

BY (Sign Name) Maura Rodway

BY (Print Name) MAURA RODWAY

TITLE \_\_\_\_\_

DATE SIGNED August 11, 2015

WITNESS [Signature]

CONTACT PHONE #: \_\_\_\_\_

207-233-8850

207-773-8449

# DEAN & ALLYN INCORPORATED

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## SPECIFICATIONS FOR FIRE PROTECTION SYSTEM INSPECTIONS AND TESTS

### WET PIPE SPRINKLER SYSTEMS

#### QUARTERLY

Make a thorough visual inspection of all system components, where possible. This is to include checking pipe for mechanical damage, loose hangers, and leaks. Sprinkler heads will be visually checked for obvious mechanical damage, leaks, corrosion, loading, obstruction, proper position, and any other obvious factors, which may impair the sprinkler operation. A full flow test will be made through the system main drain, when possible, with the static and residual flow pressures being properly recorded. The system shall be tested by flowing through the inspectors test connection, to insure all local and supervisory alarms operate properly as well as checking the purity of the system water. The condition and position of all control valves will be checked. The condition of the fire department connection will be checked including caps, gaskets, clappers, and ball drips. We will check the mechanical condition and operation of all related system components, including the alarm valve clapper, pilot valve and retard chamber.

#### ANNUALLY

In addition to the above, all sprinkler system control valves will be operated, tested for proper operation, and lubricated. If requested, all backflow preventers installed on the fire system(s) will be tested for proper operation at an additional charge. The fall inspection will include the cleaning and lubrication of all fire department connection ball drips. All antifreeze systems will also be checked to insure that they are set to the proper temperature for the area being protected prior to cold weather.

#### NOTE

This contract does not include less frequent checks suggested by NFPA #13 and #25, such as: an internal pipe exam, recommended every (5) years; gauge replacement, recommended every (5) years.

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## TERMS AND CONDITIONS

### REPORTS

The inspection and/or test shall be completed on the Contractor's then current Report form which shall be given to the Subscriber, with a copy to the insurance authority having jurisdiction, if requested. The Report and recommendations by the Contractor are only advisory in nature and are intended to assist Subscriber in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. They are not intended to imply that all other defects, hazards or aspects of the system and equipment are under control at the time of inspection. Final responsibility for the condition and operation of the sprinkler system and/or fire alarm and detection system equipment lies with the Subscriber.

### FIRE ALARM AND DETECTION SYSTEMS

In the event that the subscriber elects to have the fire alarm and detection system tested, it is understood that a random sampling of detection devices will be tested during each visit so that the entire system will have been tested at the end of each contract year. Prior to any tests, all persons who would automatically receive an alarm shall be notified, so that an unnecessary response shall not take place. Schematics and/or wiring diagrams must be provided by the contract subscriber.

### EMERGENCY SERVICE

Emergency service requested by the Subscriber will be furnished at extra charge.

### ADDITIONAL EQUIPMENT

In the event additional equipment is installed after the date of this contract, the annual inspection charge shall be increased in accordance with contractor's prevailing rates as of the first inspection of such additional equipment.

### WORK NOT INCLUDED

The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, replacement of parts or any field adjustments whatsoever. Should any such work be requested by Subscriber they will be as an addition to this Agreement. The contractor shall furnish the Subscriber with an estimated price before the additional work is performed.

### ACCEPTANCE OF TERMS

No changes or modifications are to be made without the express written consent of an executive officer of the contractor. Contractor is not bound by any provisions printed or otherwise at variance with this agreement that may appear on any acknowledgement or other form used by subscriber, such provisions being hereby expressly rejected.

### ENTRY

Contractor may enter Subscriber's premises at all reasonable times to perform the inspections required by this contract.

### WATER SUPPLY

Contractor shall not be liable or responsible for the adequacy or condition of the water supply.

### ASSIGNMENT

This contract shall constitute a personal agreement between Contractor and Subscriber and shall be assignable by either party only with the written consent of the other.