

Reg# 312504



600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1202

We send the police there in a hurry!

Inspection Program Agreement

THIS INSPECTION AGREEMENT is entered into and effective as of January 31, 2017 by and between Superior Alarms and **HIDALGO COUNTY HEALTH DEPARTMENT.**

Invoicing Address
HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: JOSIE ESCALANTE
1304 S. 25 TH AVE
EDINBURG, TX 78539
(956) 383-8858

Service Address
HIDALGO COUNTY HEALTH DEPARTMENT
ATTN: RIGOBERTO HINOJOSA
3105 E. RICHARDSON
EDINBURG, TX
RIGOBERTO (956) 821-7040

936-33

1. SERVICES INCLUDED

- A. During the term of this Agreement, Superior Alarms shall provide inspection services on the Fire Alarm system. Inspection services shall consist of the following:
- 1) Two (2) pre-scheduled visits per year involving inspection and overall review of the system's operation. A summary report will be forwarded to Owner upon completion of each review.
 - 2) Services provided include but are limited to the following: Verify proper operation of: CPU, Control equipment, fuses, lamps, switches and batteries. Perform functional testing of: Smoke detectors (duct and area), heat detectors, manual pull stations, firefighter's telephone, relays, I/O devices, audible and visual signaling devices and auxiliary functions.
 - 3) Inspections will be conducted on a semiannual basis with 100% of system sensitivity being tested during each annual inspection. The full sensitivity test will be concluded on the fourth inspection of each year
 - 4) Reports at the end of each inspection will be presented to the customer for resolution. Repairs requested by the Owner will be on a time and material basis plus travel time. A minimum of one hour will be billed. Repairs shall not be made without prior approval of Owner and a written Purchase Order or other means of Authorization.
 - 5) Service rates are as follows: Hourly rate per man (Scheduled), \$85.00 Hourly rates per man (Emergency, Weekend, Holiday) \$120.00

2. SERVICE FEES

- 2.1 Customer shall pay Superior Alarms an annual fee of \$395.00, billed annually, plus any applicable taxes, prior to inspection being provided during the initial term of this agreement. The fee may be increased for each renewal term (if any) upon thirty (30) days prior written notice to the Customer. Customer agrees to pay all fees and applicable taxes within (30) days of receipt of notice.

Reg # 312504

3. TERMS AND TERMINATION

- 3.1 This Agreement shall be in effect for an initial term of 36 months and will automatically renew annually unless either party provides written notice (not less than sixty (60) days prior to the expiration of the Agreement) to the other of their intention to terminate the Agreement.
- 3.2 This Agreement may be terminated upon the occurrence of any of the following events:
- A) By Superior Alarms, if the customer fails to pay Superior Alarms all charges and applicable taxes when due.
 - B) By either party, if the other becomes insolvent or seeks protection, voluntarily or involuntarily under any bankruptcy laws.

4. LIMITATION OF LIABILITY

- 4.1 In no event shall Superior Alarms be liable to the customer for any indirect, special or consequential damages, lost profits or claims against Customer by any third person arising out of or relating to this Agreement or any breach thereof or the performance or non-performance of any services to be provided hereunder, even if Superior Alarms has been advised of the possibility thereof. Superior Alarms' liability to Customer hereunder, if any, shall in no event exceed the total amount paid to Superior Alarms by the Customer during the year in which the event and claim occurred.
- 4.2 Superior Alarms shall not be liable for any claims arising from the failure to provide services under this Agreement for causes beyond the reasonable control of Superior Alarms including but not limited to acts of God, acts of Customer, war, strikes, civil strife, riots, fire or flood, restrictions by law enforcement agencies, or delays in transportation or delivery of goods or services.

5. GENERAL

- 5.1 This Agreement shall be interpreted in accordance with the laws of the State of Texas and the parties irrevocably attain to the jurisdiction of the Courts of Texas.
- 5.2 This Agreement constitutes the entire agreement between Superior Alarms and Customer and no agreement or purchase order shall in any way add to or modify the terms hereof, unless agreed to in writing by both parties.
- 5.3 Superior Alarms will perform the inspection in accordance with the current NFPA guidelines in effect. Any discrepancy will be noted and presented to Customer for resolution.

AGREED TO:

Authorized Representative/Date

Superior Alarms, Inc.

Flor Salazar
Authorized Representative/Date

Reg# 312504



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EDINBURG, TX 78542
(956)383-8858

936-33

Service Address
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ATTN: RIGOBERTO HINOJOSA
211 E Schuerback Dr.
MISSION, TX
RIGOBERTO (956)821-7040

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