



Corporate Office
 109 Concord Drive
 Casselberry, FL 32707
 407.830.6500
 DynaFire.com



SCHEDULE OF SERVICES

Service	Price	Qty	Subtotal
Monitoring - Elevator This is a proposal for 2 Elevator Cell units (no monitoring) 1 in the North Tower and 1 in the South Tower	\$540.00	2	\$1,080.00

Bayshore Club Condominium

925 North Halifax Avenue, Daytona Beach, FL 32118, USA

RECURRING

Subtotal	\$1,080.00
Tax 1 (6.5%)	\$70.20
Total	\$1,150.20

Service	Price	Qty	Subtotal
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Bayshore Club Condominium

925 North Halifax Avenue, Daytona Beach, FL 32118, USA

NONRECURRING

One Time DynaNet Programming & Installation Fee	\$187.00	2	\$374.00
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Subtotal	\$374.00
Tax 1 (6.5%)	\$24.31
Total	\$398.31

- * Prices based on annual payment in advance for monitoring services only. All other services to be invoiced upon completion net 5 days.
- * Additional fees may apply if reports produced by DynaFire have to be submitted to local AHJ; if said AHJ has a third-party organization that collects on their behalf.
- * Inspection Pricing is based on counts provided by customer. If discrepancies in device counts are discovered, pricing may be adjusted accordingly.



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Bayshore Club Condominium
 44548

DYNAFIRE AGREEMENT FOR SERVICES

Service To Be Provided At:

Property Name: Bayshore Club Condominium
 Address: 925 North Halifax Avenue, Daytona Beach, FL 32118, USA
 Attn: Bob Hinckley

Corporate Address:

Company Name: Bayshore Club Condominium
 Corporate Address: 925 North Halifax Avenue, Daytona Beach, FL 32118, USA
 Attn: Bob Hinckley

Billing Address:

Billing Information	Select One	
Send to Property Serviced:	<input type="checkbox"/>	925 North Halifax Avenue, Daytona Beach, FL 32118, USA
Send to Corporate: (when applicable)	<input type="checkbox"/>	925 North Halifax Avenue, Daytona Beach, FL 32118, USA
Send to Other:	<input type="checkbox"/>	
Attn:		Bob Hinckley

Notes:

This is for annual wireless cell units for the 2 elevators (no Monitoring). Communication purposes only



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This Agreement (the "Agreement" is entered into by and between DynaFire, LLC ("DynaFire") whose corporate address is 109-B Concord Drive, Casselberry, FL 32707 and Bayshore Club Condominium (the "Client") whose corporate address is 925 North Halifax Avenue, Daytona Beach, FL 32118, USA. DynaFire and Client may each be referred to as a "Party" or collectively as "Parties" in this Agreement.

The effective date of this agreement is January 04, 2023. The Commencement Date of Recurring Services shall be January 09, 2023.

Agreement Accepted By:

Agreement Submitted By:

Client Name: *Robert J. Hinckley*

Client Sales Representative: Brad Jarvis

Title: *Manager*

DynaFire Approval By:

Company: *Bayshore Condo Mang.*

Signature: *[Handwritten Signature]*

Signature:

Date: *1/7/2023*

Date:



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AGREEMENT FOR SERVICE 44548

1 General

This is a Monitoring, Inspections, and Testing Service Agreement between Client and DynaFire. This Agreement is for the Services (as defined herein) at 925 North Halifax Avenue, Daytona Beach, FL 32118, USA and other such locations as described on the Schedule of Services or Service Proposal (such locations collectively referred to herein as the "Premises"). The "Services" are those services described in the Service Proposal prepared by DynaFire and executed by both parties or a portion of this Agreement (which may be an attachment) entitled "Schedule of Services." The Service Proposal or Schedule of Services is hereby incorporated and made a part of this Agreement by reference and referred to herein as the "Scope". During the term of this Agreement, DynaFire may propose additional services; should Client accept any such proposal, the proposed services shall be included among the Services within the Scope.

2 Monitoring Services

2.1. This paragraph applies if the Services include Central Station signal receiving and notification from monitoring. Upon receipt of a signal from Client's fire alarm system, DynaFire or its designee communication center, hereinafter referred to as "Monitoring Company", shall make reasonable efforts to notify Client and the appropriate fire department and comply with AHJ dispatch procedures. Client acknowledges that signals transmitted from Client's Premises directly to fire departments are not monitored by personnel of DynaFire or its Monitoring Company and DynaFire does not assume any responsibility for how such signals are monitored or the response, if any, to such signals. Client acknowledges that signals transmitted over telephone lines, wire, air waves, internet, VOIP, or other modes pass through communication networks wholly beyond the control of and not maintained by DynaFire, and DynaFire shall not be responsible for any failure which prevents transmission signals or data from reaching the Monitoring Company or damages arising therefrom, or for data corruption, theft or viruses to Client's computers connected to communication equipment.

2.2. DynaFire will make a reasonable effort to contact the first person reached or notified on the Primary Contacts List either via telephone call, or email message. No more than one call to the Primary Contacts List shall be required and any form of notification, including leaving a voicemail or answering machine message, shall satisfy DynaFire's notification obligation.

2.3. Client authorizes DynaFire to access the control panel to input or delete data and programming. If Client requests DynaFire to reprogram system functions, remotely or on Premises, Client shall pay DynaFire \$90.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Client's expense at DynaFire's customary charges.

2.4. DynaFire may, without prior notice, suspend or terminate its services in the event of Client's default under this Agreement or in event Monitoring Company's facility or communication network is non-operational or Client's system is sending excessive false alarms. Monitoring Company is authorized to record and maintain all data and alarm communications and shall be the exclusive owner of such property.

3 Inspection & Testing Services

Upon request, Client shall furnish to DynaFire in writing past Inspection Reports, Equipment List with counts of devices, or fire protection shop drawings as a reference for DynaFire. Client warrants the accuracy of such information. All changes and revisions shall be supplied to DynaFire in writing. If unable to provide written documentation, Client authorizes DynaFire representatives to survey property with or without Client. DynaFire is authorized to access to all spaces of the property. If DynaFire surveys the property, Client acknowledges that fire protection components may be omitted due to limited access or if such components are enclosed in locked compartments, hidden by building construction, or not readily visible from safe and obvious pathways. If additional equipment and/or systems are identified at time of performing services, DynaFire may adjust prices accordingly.

4 Term & Termination

The term of this Agreement shall be one year from the Commencement Date set forth in the Service Proposal or Schedule of Services. The Parties intend that Services will begin at the Commencement Date set forth hereinabove; provided, that should the timing of governmental permitting, inspections, or certificates of occupancy ("Approvals") delay the ability of DynaFire to provide Services, the Commencement Date shall be adjusted to that date when such Approvals are obtained. This Agreement shall automatically renew at the end of the initial term for one year and shall automatically renew for additional one-year term upon each term expiration thereafter. At the end of a term, the Agreement is terminable by either party upon the giving of a written notice at least thirty days prior to the end of such term to that effect to the other party, provided however, that the Client shall pay all charges due for services rendered or contracted for prior to the termination date. Client may terminate this Agreement upon ninety days' notice upon the sale of the protected property to an unaffiliated party in an arm's length transaction, provided that Client has paid all charges due for the services rendered prior to the termination date, including a disconnection charge. Termination by either party, as permitted by this Agreement, requires written notice and shall be made by registered or certified mail, hand delivery, or delivery by a national commercial overnight courier service (e.g., FedEx). If this Agreement is terminated, the Client shall inform each insurance carrier covering the Premises and the Authority Having Jurisdiction ("AHJ") of the Premises. Client agrees that monitoring shall commence three days following programming and connection. Transmission of signals to Monitoring Company after the termination shall result in additional charges. In the event of a Termination as permitted by this Section amounts prepaid for monitoring services will not be refunded.

5 Primary Contacts

The Client shall furnish to DynaFire on a continuing basis, a list of names, email addresses and phone numbers of primary contacts (the "Primary Contacts List") to be notified upon receipt of a signal and assumes full responsibility for the accuracy of such information. All changes and revisions shall be supplied to DynaFire in writing.

6 DynaFire & DynaNet Radio Service

Fees for DynaNet Radio Monitoring are for services only. Client understands that all radio equipment remains the property of DynaFire and does not constitute an improvement to real property. All radio equipment shall be returned to DynaFire upon the termination of this Agreement. The agreed value of the DynaNet Radio is \$1,800.00. The DynaNet Radio is warranted from manufacturing defects, excluding battery replacement, for the life of the contract. Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse, or failure of the Client to properly follow operating instructions. Client shall call DynaFire for service under the warranty, and upon inspection of the "conditions" not covered by warranty, a charge will be made for such at DynaFire then applicable rates for labor and materials. Service will be furnished by DynaFire during normal working hours 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Repair after said schedule must be approved by DynaFire and will be charged at DynaFire after hour's applicable rates.

7 Delay in Installation/Alteration of Premises for Installation; Permits and Approvals

DynaFire shall not be liable for any damage or loss sustained by Client as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including DynaFire's negligence in the performance of this Agreement. The date in the Service Proposal or Schedule of Services for work to be substantially completed is an estimate and not a definite completion date, and time is not of the essence with respect thereto. DynaFire may make preparations such as drilling holes, driving nails, making attachments or any other thing necessary in DynaFire's sole discretion for the installation and service of equipment, and DynaFire shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment. Client represents that the owner of the Premises, if other than Client, authorizes the installation of the equipment under the terms of this Agreement. If DynaFire is installing equipment to meet code requirements, the design and installation are subject to the approval of the AHJ; if additional



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design or equipment is required by the AHJ outside the Scope of the Service Proposal or Schedule of Services, they will be provided for an additional charge including the cost of the additional work and a reasonable profit. Client shall provide to DynaFire, at client's expense, all approvals, permits, and consents from any government authority and others as may be required for performance hereunder and installation of equipment, except for those DynaFire has expressly agreed in writing to obtain.

8 No Hazardous Conditions

Except as disclosed in writing to DynaFire, Client represents and warrants that there are no hazardous substances, ultra-hazardous or dangerous activities or conditions, or public or private nuisance (collectively "Hazardous Conditions") on the Premises and that there are no violations of any applicable local, state, or federal law, order, or court order respecting any Hazardous Conditions. DynaFire may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

9 Non - Solicitation

Client agrees that it will not solicit for employment for itself or any other entity, or employ, in any capacity, any employee of DynaFire assigned by DynaFire to perform any service for or on behalf of Client at any time during the term of this Agreement or any renewal thereof or for a period of two years thereafter. In the event of Client's violation of this provision, in addition to injunctive relief, DynaFire shall recover from Client a liquidated amount equal to such employee's salary based upon the average monthly salary during the last three full months preceding employee's separation from employment with DynaFire, times twelve.

10 Equipment Limited Warranty

In the event that any part of the equipment becomes defective, DynaFire agrees to make all repairs and replacement of parts without costs to the Client for a period of ninety days from the date of installation. DynaFire reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. The warranty does not cover any damage to material or equipment caused by electric, plumbing or other construction, nor damage by lightning, electrical surge accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DynaFire. DynaFire is not the manufacturer of the equipment and other than DynaFire's limited warranty. Client agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this Agreement, DynaFire expressly disclaims any and all warranties, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. DynaFire does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise, or that the system will in all cases provide the protection for which it is installed. Client acknowledges that any affirmation of fact or promise made by DynaFire shall not be deemed to create an express warranty unless included in this Agreement in writing; that Client is not relying on DynaFire's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this Agreement, and that DynaFire has offered additional and more sophisticated equipment for an additional charge which Client has declined. Client's exclusive remedy for DynaFire's breach of this Agreement or negligence to any degree under this Agreement is to require DynaFire to repair or replace, at DynaFire's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions shall apply to the extent permitted by applicable law. The warranty gives Client specific legal rights, and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Client.

11 Third-Party Claims / Waiver of Subrogation

There are no third-party beneficiaries to the Agreement. In the event that any person not a

party to the Agreement shall file any claim against DynaFire for any reason whatsoever related to the service furnished hereunder including without limitation the installation, repair, monitoring, operations, mis-operation or non-operation of the system, Client agrees to indemnify, defend and hold DynaFire and its employees and agents from any and all claims, including payment of all damages, expenses and costs (including reasonable attorney's fees).

12 Exculpatory Clause

DynaFire and Client agree that DynaFire is not an insurer and this Agreement is not property insurance or a substitute for insurance; the prices charged under this Agreement represent only the value of services and have not been adjusted to account for the value of the Premises or its contents. The fire equipment and DynaFire's services are designed to reduce certain risks of loss, but DynaFire does not guarantee that no loss will occur. DynaFire is not assuming liability, and, therefore, shall not be liable to Client for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Client as a result of fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by DynaFire's negligent performance to any degree or failure to perform any duty under this Agreement or under any extra-contractual, strict products liability, or other legal duty; provided that DynaFire shall be responsible for direct damages arising out of duties which are explicitly assumed in this Agreement, subject to the limitations of paragraphs 10, 14, or as elsewhere set forth herein. In the event of any loss or injury to any person or property, Client agrees to look exclusively to Client's insurer for recovery. Client releases DynaFire from any claims for contribution, indemnity or subrogation that Client or its insurer otherwise might have.

13 Insurance

The Client shall maintain a policy of public liability, property damage, fire insurance under which DynaFire and the Client are named as insured. DynaFire shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Client from insurance covering such loss or damage or for such loss or damage against which the Client is indemnified or insured. Client shall obtain insurance to cover any loss the fire alarm services are intended to detect to one hundred percent of the insurable value, and Client and all those claiming rights under Client waive all rights against DynaFire and its subcontractors for loss or damages caused by perils intended to be detected by the fire alarm services or covered by insurance to be obtained by Client, except such rights as they may have to the proceeds of insurance.

14 Limitation of Liability

Client agrees that should there arise any liability on the part of DynaFire as a result of DynaFire's negligent performance to any degree or negligent failure to perform any of DynaFire's obligations pursuant to this Agreement or any other legal duty, equipment failure, or strict products liability, that DynaFire's liability shall be limited to the sum of \$3,000.00 or 12 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater.

15 Binding Execution

This Agreement is not binding unless approved in writing by an authorized representative of DynaFire. If such approval is not obtained, the only liability of DynaFire shall be to return to Client the amount, if any, paid to DynaFire upon signing of this Agreement by its Sales Representative. This Agreement is effective only when executed by the CEO of DynaFire.

16 Entire Agreement

This Agreement, together with DynaFire's Conditions of Sale, described in paragraph 26, contains all of the terms, conditions, and understanding of the parties and supersedes all prior negotiations, representations, or agreements between them, whether oral or written. In the event of a conflict between the terms of this Agreement and any other document, including Exhibits to which this Agreement may refer, the terms and conditions of this Agreement shall apply.



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17 Acceleration

In the event Client defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the balance of all sums due or to become due during the remaining unexpired term of this Agreement shall immediately become due and payable. In addition, Client agrees to pay to DynaFire all sums to which DynaFire may be entitled under the law by virtue of said default.

18 False Alarms

At DynaFire's option, the Client may be charged for any false alarm caused by the Client or for any service call dispatch. DynaFire shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event that the system transmits more than 100 signals per month, DynaFire at its option may charge an additional fee of \$0.50 per each excess signal.

19 Force Majeure

DynaFire shall not be liable for delay in delivery or default resulting from any cause beyond DynaFire's reasonable control.

20 Payment Terms

Client shall pay all charges upon receipt of an invoice, unless otherwise indicated in writing, in U.S. dollars. Any payment not received within 30 days of the invoice date shall bear simple interest at the rate of 1.5% per Month, or the maximum rate allowable by law, whichever is less. For Services other than Monitoring Services, the Client will be invoiced amount of the Recurring Service Charge monthly in arrears for Recurring Services during the term of this Agreement and any automatic renewal thereof. Monitoring Services shall be invoiced in advance. Payment is due net 5 days of the date of any invoice. Test and Inspection Services not actually performed may be invoiced 30 days after the end of the period in which such Service was due, if the Service was not performed due to failure of scheduling despite DynaFire's diligent effort to schedule such Service. Specifically, once DynaFire has internally identified labor, material, or time resources to such Services (as determined in DynaFire's sole discretion) and has made a diligent effort to schedule performance of the Services. For the purposes of the preceding sentence, a "diligent effort" means having attempted communications with the Client to schedule the applicable Services at least 4 times, whether by phone or email, reasonably prior to time before the intended service date.

21 Taxes, Fees & Charges

If any taxes, fees or charges imposed by third parties and related to the system, the installation or the service, are increased, or if additional taxes, fees, charges or utility charges are imposed, then DynaFire may, at any time, pass the same on to the Client. Notwithstanding any other terms and conditions set forth herein, upon each anniversary of the Commencement Date, DynaFire may increase the Recurring Service Charge at that time and annually thereafter in an amount not exceeding increase in CPI-U (Consumer Price Index - All Urban Consumers) as published by the Dept. of Labor.

22 Extended Warranty Service

If Client selects extended warranty coverage, DynaFire will bear the cost of parts and labor to repair or replace equipment sold and installed by DynaFire with the Client solely responsible for a service call fee. The extended warranty does not apply to defects caused by user or others not employed by DynaFire. Additional conditions not included by warranty are: Damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse of failure of Client to properly follow operating instructions. Client shall call DynaFire for service under the warranty and upon inspection of the "conditions" not covered by warranty, a charge will be made for such at DynaFire then applicable rates for labor and materials. Service will be furnished by DynaFire during normal working hours 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Repair after said schedule must be approved by DynaFire and will be charged at DynaFire after-hours applicable rates.

23 Jurisdiction; Venue; Governing Law

The Parties consent to the jurisdiction of Florida courts. Venue for any legal action related to or arising under this Agreement shall lie exclusively in the state or federal courts for Lake or Seminole County, Florida with the Plaintiff in any such action having the sole right to choose between those venues. This Agreement shall be governed and construed in accordance with the laws of Florida.

24 Legal Action

The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorney's fees together with costs of litigation, including expert witness fees. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Client against DynaFire must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against DynaFire must be based on the provisions of this Agreement. Any other action that Client may have or bring against DynaFire in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement. DynaFire may, merged in and be restricted to the terms and conditions of this Agreement. DynaFire may, without prior notice, suspend or terminate its services in the event of Client's default under this Agreement and shall be permitted to terminate all its services under this Agreement and deactivate, remove or sell any of its equipment from the Premises without relieving Client of any obligation herein and may notify AHJ of termination.

25 Severability

If any one or more of the provisions contained herein is held to be unlawful, or unenforceable, the provision will not affect the enforceability of any other provision of this Agreement, which shall remain in full force and effect. In such an event, this Agreement shall be construed as if the unlawful or unenforceable provision had not been included in the Agreement.

26 Conditions of Sale

This document constitutes a sales agreement respecting services and equipment (the "Equipment") which Client buys from DynaFire. This Agreement is subject to DynaFire's conditions of sale (the "Conditions"), which are incorporated herein by reference, and a copy of which is available upon request, and which is available for review at <https://dynafire.com/terms-services>. DynaFire may reasonably amend the Conditions from time to time, which amendments shall become effective with respect to this Agreement upon the earlier of (1) the publication at the web address or (2) a renewal, extension, amendment, or modification of this Agreement.

27 DynaFire's Right to Subcontract Special Services

DynaFire may subcontract any Services to third parties independent of DynaFire, and DynaFire shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever occasioned by the negligence of third parties. Client appoints DynaFire to act as Client's agent with respect to such third parties, except that DynaFire shall not obligate Client to make any payments to such third parties. DynaFire shall be permitted to assign this Agreement and upon such assignment shall have no further obligation hereunder. Client acknowledges that this Agreement, and particularly those paragraphs relating to DynaFire's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers (including the Monitoring Company) of DynaFire.