



## **Petcosky Fire Protection Terms and Conditions**

1. This Agreement is for inspection services only. If Customer wants Company to make any repairs, alterations or replacements as a result of the inspection services performed pursuant to this Agreement, such work and the additional compensation to Company must be specified in a separate written agreement between Company and Customer.
2. Any additional system equipment added to the Property after the date of this Agreement or not otherwise specified in this Agreement is not included in the inspection services to be provided pursuant to this Agreement. Inclusion of any such other equipment will require execution of an amendment to this agreement and adjustment of the Inspection fee.
3. The inspection services provided by Company pursuant to this agreement are limited to an evaluation of the functionality of the equipment identified in this Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
4. Company's inspection is limited to a visual inspection of external readily accessible parts of the system and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, or other parts of the system being inspected. Company will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS INSPECTION UNDER THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION SYSTEM ON THE PROPERTY.
5. AS A MATERIAL INDUCEMENT FOR COMPANY TO PROVIDE THE SERVICES SPECIFIED IN THIS AGREEMENT AT THE INSPECTION FEE QUOTED IN THIS AGREEMENT, CUSTOMER AGREES THAT COMPANY'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES FURNISHED BY COMPANY, SHALL BE LIMITED TO THE LESSER OF \$1000.00 OR THE TOTAL CONSIDERATION ACTUALLY RECEIVED BY COMPANY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, AND INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If Customer desires Company to accept an increases limit of liability for the services provided under this Agreement, Company will provide an alternate inspection fee quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon Company's and Customer's execution of a replacement agreement confirming the same and Customer's payment of the alternate fee.
6. Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of the Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating

**421 Commerce Drive, Vestal, NY 13850**  
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obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.

7. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this agreement or the services provided by Company pursuant to this agreement.

8. Customer agrees to indemnify, defend, and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses, and expenses (including, without limitation, attorneys' fees) which may be asserted against or incurred by Company by any third party arising out of or related to this Agreement or the services provided by Company pursuant to this Agreement.

9. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customers responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in an area where a slip and fall hazard could occur.

10. This Agreement may not be assigned by Customer without the written consent of Company.

11. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, preprinted form.

12. This Agreement constitutes the entire Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furthermore of its internal procedures may issue to Company a purchase order acknowledgment or similar form in connection with the services provided by company pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and Company.

13. Customer acknowledges Company is relying upon the accuracy of the information regarding Customer and the Property set forth in this Agreement. Customer represents that all such information is complete and accurate as of the date on which this Agreement is signed by Customer. Customer will promptly advise Company in writing of any changes to such information.

14. Other inclusions, exclusions, or attachments (if any): Company excludes fire alarm, system, and components.

Customer Initial Here:

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