

## TERMS AND CONDITIONS

### Definitions:

**CSFP = Cincinnati Safety Fire Protection, LLC and its Subcontractors.**

**Customer = Person/Entity that is the customer for the work set forth in the Cincinnati Safety Fire Protection, LLC, agreement, work order, invoice or other such document.**

### SCOPE OF INSPECTION, TESTING & MAINTENANCE SERVICES

CSFP's scope of responsibility for its Inspection, Testing and Maintenance Services is governed by the terms of its written agreement with the Customer, the applicable NFPA code sections, and the terms and conditions contained herein. By retaining CSFP to perform services, Customer acknowledges the following:

- A. The Customer is responsible for compliance with all NFPA Standards applicable to its fire suppression system(s), including promptly repairing and correcting all issues in its fire suppression system(s) to keep it in compliance with applicable NFPA Standards.
- B. The Customer is responsible being aware of all system shut down procedures, safety procedures and control valves.
- C. The Customer is responsible to have in place all required fire extinguishers, and to keep them in working order.
- D. The Customer is responsible for training its employees in the safe and proper methods of use, operation and maintenance of its fire suppression system(s) and fire extinguishers.
- E. The Customer confirms that all work performed as indicated herein was performed at the request of the Customer and is limited to the service and/or inspection of the items identified herein, and that the system(s) were placed back into service in good and operable condition.

### FIRE EXTINGUISHERS

CSFP's maintenance and/or monthly inspection of fire extinguishers is performed pursuant to the most current edition of NFPA 10. CSFP recommends Customer review NFPA 10 and any other applicable NFPA standards (available for free at [www.nfpa.org](http://www.nfpa.org)) and especially the sections specifying the Customer/Owner responsibilities including Customer responsibility for ensuring the annual maintenance and monthly inspections are performed. Unless specifically requested in writing by the Customer, it is understood that the Customer will self-perform its monthly inspection on the fire extinguishers.

OSHA requires all customer employees be trained upon hire and annually thereafter on the proper use of fire extinguishers. It is the Customer's responsibility to comply with this requirement. Upon request CSFP can assist by providing a training class.

## **RESTAURANT FIRE SUPPRESSION SYSTEMS**

CSFP's semi-annual inspection, testing, and maintenance services are performed pursuant to the requirements in the most current editions of NFPA 17A and Section 11.2 of NFPA 96. CSFP recommends Customer review NFPA 17A, 96, and any other applicable NFPA standards (available for free at [www.nfpa.org](http://www.nfpa.org)) and especially the sections specifying the Customer/Owner responsibilities. Unless specifically contracted to do so, CSFP is not responsible for cleaning of exhaust systems, properly maintaining cooking equipment and its alignment with the hood fire protection systems, performing monthly inspections requirements of NFPA 17A and keeping Customer's systems in compliance with NFPA standards. As specified in NFPA, Customer/Owner is aware and agrees Customer/Owner is ultimately responsible for inspection, testing, and maintenance of the fire protection system, exhaust system, and cooking appliances. Grease buildup inspections and grease removal are outside of the scope of the services CSFP is providing.

All restaurant fire suppression systems are required to be UL 300 compliant per NFPA 17A and 96. For non-UL 300 systems, CSFP agrees to service, but shall not be liable for any loss or damages.

## **FIRE SPRINKLER SYSTEMS INCLUDING ASSOCIATED BACK FLOW PREVENTERS, HYDRANTS, FIRE PUMPS, ETC.**

CSFP's inspection, testing, and maintenance services are performed pursuant to the requirements in the most current edition of NFPA 25 and the specific services requested by the Customer. CSFP's services are based on the information provided to CSFP by the Customer, such as as-built drawings, the list and location of systems to be serviced, the list and locations of valves, the list and location of low point drains on a dry system, etc. The Customer is responsible for notifying CSFP of any missed systems, valves, low points, etc. that are not documented as being tested on CSFP's Inspection & Testing Report.

CSFP recommends Customer review NFPA 25 and any other applicable NFPA standards (available for free at [www.nfpa.org](http://www.nfpa.org)) and especially the sections specifying the Customer/Owner responsibilities, such as properly maintaining the system, ensuring all inspection, testing, and maintenance requirements are performed (e.g. weekly inspections, monthly inspections, etc.), promptly correcting and repairing any issues so as to be in compliance with NFPA standards, providing notifications prior to and after testing to building

occupants and other concerned parties and following proper impairment processes, ensuring all water filled piping (including dry valves) are maintained at a minimum temperature of 40 degrees F, providing CSFP access to system components, not making changes in the occupancy, the use or process, or the materials used or stored in the building without a formal design evaluation of the fire protection system, etc.

The inspection, testing, and maintenance services provided by CSFP and documented in CSFP's Inspection & Testing Report do not include a formal design evaluation or installation evaluation. Any comments/recommendations in CSFP's Inspection & Testing Report regarding sprinkler system design, installation issues, and recalled products does not mean the entire system was evaluated and other portions of the system are problem free. These comments/recommendations are an observation the technician felt compelled to inform you about, but are outside the scope of CSFP's inspection, testing, and maintenance work documented in CSFP's Inspection & Testing Report.

Customer is responsible for draining all dry fire sprinkler systems prior to the onset of winter weather and as needed throughout the winter, and for daily, weekly, monthly and quarterly maintenance of all wet and dry sprinkler systems as required by NFPA 25 unless such services are expressly and specifically contracted to CSFP.

CSFP is not, under any circumstance, to be considered a "designated representative" for Customer, as that phrase is stated in NFPA 25.

## **EXCLUDED SERVICES**

CSFP is responsible for providing services specifically contracted by Customer, and no others. CSFP does not provide services in the following areas:

Fire Alarm and Monitoring Systems  
Special Hazard Fire Suppression Systems

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Upon request, CSFP can recommend other service providers in the industry for these services, but is not responsible for the work performed by such contractor(s).

## LIMITATION OF LIABILITY

Customer acknowledges that CSFP, is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the Customer's premises.

Customer acknowledges that CSFP's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any services provided in relation to the work performed, whether based in contract, tort (including negligence), strict liability, breach of warranty or other cause, shall not exceed the cost of the services provided or \$10,000.00, whichever is greater. NOTWITHSTANDING THE FOREGOING SENTENCE, UNDER NO CIRCUMSTANCES SHALL CINCINNATI SAFETY FIRE PROTECTION SERVICES, LLC, BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES OR FOR INJURY TO PERSONS OR PROPERTY OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE.

No suit or action shall be brought against CSFP more than one (1) year after the accrual of the cause of action. CSFP's Terms & Conditions shall control the obligations of the parties and supersede all prior representations, understandings, or agreements between CSFP and the Customer, both written and oral, and supersede any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document.

## WAIVER OF SUBROGATION

Customer agrees that it is responsible to maintain, and has, sufficient insurance coverage to cover any potential claim or loss to its building and/or property. Customer and CSFP, on behalf of itself and its insurer, hereby **MUTUALLY AND EXPRESSLY WAIVE ALL RIGHTS OF RECOVERY AND SUBROGATION** against each other, their successors, assigns, agents and employees, for any loss or damage covered, in whole or in part, by the Customer's insurance. The parties further mutually agree that their respective insurance companies shall have no right of subrogation against the other.

## INDEMNIFICATION

Customer agrees to indemnify, hold harmless, defend and release CSFP, its members, officers and employees from any litigation, claims, expenses, costs or other liabilities, including attorney fees, arising in whole or in part, from Customer's negligence, carelessness, actions or

inactions, including failing to maintain systems per NFPA codes or providing accurate information to CSFP, from items outside the express scope of this work order/inspection, or from any damages related in any manner to defects or deterioration in the fire protection systems and equipment existing at the time of the services provided and/or beyond the control of CSFP, or that otherwise relate to the products or services CSFP provides. This indemnity includes claims brought by any third party, including, without limitation, Customer's insurance company, whether the claim arises under contract, warranty, tort, or any other theory of liability.

## **WARRANTY DISCLAIMERS**

Except as provided in any express warranty provided by CSFP, CSFP makes no warranty of any kind, express or implied, and shall not be liable for any **INCIDENTAL OR CONSEQUENTIAL DAMAGES**, including those arising upon breach of any **IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE**.

CSFP, does not guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, or is in compliance with all applicable codes. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

## **CUSTOMER RESPONSIBILITIES**

The customer understands and expressly acknowledges that fire protection systems may be damaged by misuse, neglect or other causes beyond the control of CSFP, or that CSFP cannot detect upon inspection. Customer acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the Customer to maintain its fire protection system, including inspecting to assure that no damage or malfunction has occurred due to misuse or other causes beyond the control of CSFP. Failure to properly maintain the systems may lead to breaks or other conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.

## **LAW AND JURISDICTION**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without regard to any state's conflict of laws rules. Company and Customer agree that any action brought by any party shall be brought and resolved exclusively by the state and federal courts located in Hamilton County, Ohio. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue.

## **INTEGRATION**

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

## **SUBCONTRACTORS**

Customer acknowledges that CSFP may, from time to time, employ subcontractors to perform services for Customer. Customer agrees that subcontractor “stands in the shoes” of CSFP for performing the work, but does not and cannot change, modify, alter, increase or decrease the nature, scope or requirements of the work without the CSFP’s express consent. Customer agrees that in the event it seeks to change, modify, alter, increase or decrease the nature, scope or requirements of the work it will contact CSFP for approval prior to ordering or engaging the work.