

Inspection Terms and Conditions

1. **TERM.** The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement.
2. **PAYMENT.** Payments shall be due within thirty (30) days from the date of invoice, with NOVA Fire Protection, Inc. (NOVA) having the right to render invoices on a progress basis for work completed through the date of each such invoice.
3. **CODE COMPLIANCE.** NOVA does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Agreement Scope. Customer acknowledges that the Authority Having Jurisdiction (AHJ - ex. Fire Marshal) may establish additional requirements for compliance with local codes; cost to comply with additional requirements shall be completed time and material basis. AHJ or internal organizational requirements may be more restrictive than state requirements therefore building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements. Fire sprinkler inspection questions are from 2011 edition of NFPA 25 and other sources. Scope of fire sprinkler system Inspections do not include the following: fire hoses, hose cabinets/storage devices, hose nozzles, private fire service mains, diesel fire pumps, water storage tanks, water spray fixed systems, foam-water sprinkler systems, and water mist systems. Frequency of preaction and dry pipe valve full flow trip testing is once every 5 years. Hydrostatic testing of fire sprinkler standpipe systems and air leakage tests on dry and preaction sprinkler systems will be completed on a time and material basis outside of this agreement.
4. **TERMINATION.** NOVA may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default (as hereinafter defined). NOVA may also terminate this Agreement at any time in its sole discretion upon notice to Client, if NOVA's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Client's premises, unavailability of parts, or any other reason in NOVA's reasonable judgment.
5. **DEFAULT.** An Event of Default shall be 1) failure of the Client to pay any amount within ninety (90) days after the amount is due and payable, 2) abuse of the Fire Protection System or the Equipment, or 3) dissolution, termination, discontinuance, insolvency or business failure of Client. Upon the occurrence of an Event of Default, NOVA may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Client declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, 3) receive immediate possession of any equipment for which Client has not paid, 4) proceed at law or equity to enforce performance by Client or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorney's fees, in connection with enforcing this Agreement.
6. **LIMITATION OF LIABILITY.** Client agrees that NOVA shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should NOVA be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, NOVA's liability shall be limited to an amount equal to the current year service fees. In no event shall NOVA be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, or modifications of the Fire Protection System or any of its component parts by the client or any third party. NOVA shall not be liable for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from the use, loss of the use, performance, or failure of the Fire Protection System to perform.
7. **GENERAL PROVISIONS.** All work to be performed by NOVA will be performed during normal working hours, as defined by NOVA. Inspection of visible heads, pipe, and hangers are performed in common areas only. Inspections do not include an engineering review for compliance with hydraulic design standards for the building hazard as it may exist. Inspecting and testing is based only upon the above items to help keep your sprinkler system in good operating condition, but in no way guarantees against any malfunction of the system. Client shall promptly notify NOVA of any malfunction in the Fire Protection System which comes to Client's attention. This agreement assumes the Fire Protection System is in operational and maintainable condition as of the Effective Date. Unless otherwise specified in this Agreement, any inspection provided under this Agreement does not include any maintenance, repairs, replacement of parts, nor does it include the correction of any deficiencies identified by NOVA. NOVA shall not be responsible for equipment failure occurring while in the process of inspection. This Agreement does not cover equipment, components or parts that are buried below grade, electrical wiring, behind walls or other obstructions.
8. **LIMITED WARRANTY.** NOVA WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NOVA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE EQUIPMENT, IF ANY, PROVIDED HEREUNDER.
9. **INDEMNITY/INSURANCE.** Client agrees to indemnify, hold harmless and defend NOVA against any and all losses, damages, costs, and expenses including reasonable defense costs, arising from any and all claims for personal injury, death, property damage or economic loss, relating in any way to this Agreement, except to the extent arising out of NOVA's sole negligence. Client shall name NOVA as an additional insured on Client's general liability policies.
10. **FORCE MAJEURE.** This Agreement expressly excludes, without limitation, liability for indirect, incidental or consequential damages of any kind arising by reason of negligence or misuse of equipment, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion), power failure, failure due to non-NOVA installation, parts, service, lightning, electrical storm, or other severe weather, water, accident, fire or acts of God. NOVA shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, severe weather, fire or any other cause beyond the control of NOVA.
11. **REPORTS.** Inspection services shall be completed on NOVA's then current report form, which shall be given to Client, and, where applicable, NOVA will submit a copy thereof to the local AHJ. The Report and recommendations by NOVA are only advisory in nature and are intended to assist Client in reducing the risk of loss to property by indicating obvious defects or impairments noted to the Fire Protection System inspected. They are not intended to imply that no other defects or conditions exist. Final responsibility for the condition of the system(s) and equipment and components lies with the client.
12. **ENTIRE AGREEMENT.** This Agreement supersedes all prior representations, understandings or agreements between the parties. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on NOVA unless made in writing and signed by an Authorized Representative of NOVA.
13. **ONE-YEAR LIMITATION ON ACTIONS.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the occurrence of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises. The laws of North Dakota shall govern the validity, enforceability, and interpretation of this Agreement.
14. **OWNER RESPONSIBILITY.** Owner shall provide a minimum of 40 degrees Fahrenheit temperature throughout all areas of the building where wet pipe fire sprinkler systems are provided. Any alarm, dry pipe, and preaction valves and/or associated equipment (including low point drains) must be in a fully heated area at all times. Owner shall check low point drains periodically.