## WORK ACKNOWLEDGEMENT

## **WINDACT FIRE**

8	Your Technician: From	Impact Fire Services, LLC
	Ben Isham On site 11/15/2024 at 11:28am	552 Avenue D Williston, VT 05495
Date of Service	I	r TOWN CLERK'S OFFICE - RICHMOND
Job No.	35700450	203 BRIDGE STREET
Type PO No.		RICHMOND, VT 05477

#### Services completed

EXT ANNUAL ELIGHT MAINTENANCE

## **I** FIRE EXTINGUISHER INSPECTION - QTY 13

Parts, labor and items used		
Inspections	EMERGENCY/EXIT LIGHT FUNCTION TEST	25
Inspections	12+ UNITS ANNUAL FIRE EXTINGUISHER INSPECTION	13
Parts RECHARGE-SWAP	10 LB DRY CHEMICAL (ABC, REGULAR,PK) FIRE EXTINGUISHER HYDRO TEST &	1
Parts RECHARGE-SWAP	5 LB DRY CHEMICAL (ABC, REGULAR,PK) FIRE EXTINGUISHER 6YR TEAR DOWN &	1
Parts	EXT PARTS- DC-PW-KCLASS-FE36	2
Parts	6V 4.5 AMP BATTERY	3
Services	ZONE 1 TRAVEL CHARGE	1

### **Files and Photos**



#### Deficiencies

NEW

#### **Description:**

Deficient DISCOVERED 11/15/2024 1:55 PM

\*NEEDS REPLACING\*\* (1) 1st flr, town office/USPS entrance - Device needs to be replaced by a qualified electrician.







#### \*\*DEVICE NEEDS REPLACING\*\* (6) 2nd flr. STAIR LANDING

#### **Description:**

\*\*DEVICE NEEDS REPLACING\*\* (6) 2nd flr. STAIR LANDING - AC disconnects very easily. A qualified electrician must replace device.



NEW

#### **Description:**

Deficient DISCOVERED 11/15/2024

1:55 PM

#### \*NEEDS REPLACING\*\* (13) 2nd floor lobby to stairs

\*NEEDS REPLACING\*\* (13) 2nd floor lobby to stairs - Charging circuit failed, a qualified electrician needs to replace.





\*NEEDS REPLACING\*\* (13) 2nd floor lobby to stairs

#### **Description:**

\*NEEDS REPLACING\*\* (13) 2nd floor lobby to stairs

NEW

**Description:** 

Deficient DISCOVERED 11/15/2024 1:55 PM

\*\*NEEDS REPLACING\*\* (18) FRONT FOYER - Charger failure, device needs replacement by a qualified electrician.



NEW Deficient DISCOVERED 11/15/2024 1:55 PM

\*\*NEEDS REPLACING\*\* (18) FRONT FOYER

**Description:** \*\*NEEDS REPLACING\*\* (18) FRONT FOYER

NEW Deficient DISCOVERED 11/15/2024 1:55 PM

### \*\*NEEDS REPLACING\*\* (20) OUTSIDE POLICE DEPT

#### Description:

\*\*NEEDS REPLACING\*\* (20) OUTSIDE POLICE DEPT - Device is inoperative and must be replaced by a qualified electrician.





#### \*\*NEEDS REPLACING\*\* (20) OUTSIDE POLICE DEPT

# 

\*\*NEEDS REPLACING\*\* (20) OUTSIDE POLICE DEPT

#### Comments

#### No Comments

#### **Disclaimers and Warranties**

1. LIMITATION OF COMPANYS LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT OR WARRANTY, ANY DEGREE OF NEGLIGENCE OF COMPANY, STRICT PRODUCT LIABILITY, SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY (EXCEPT FOR INTENTIONAL MISCONDUCT) ARISING FROM OR RELATING TO THIS QUOTE, PROPOSAL OR AGREEMENT, THE DESIGN, INSTALLATION, INSPECTION, TESTING, MONITORING, REPAIR, SERVICE, OPERATION OR NON-OPERATION OF THE SYSTEM OR EQUIPMENT, IN ANY RESPECT AT ALL, THE MAXIMUM LIABILITY OF THE COMPANY WILL BE LIMITED TO A SUM NEVER TO EXCEED FIVE THOUSAND DOLLARS (\$5000.00), AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY IS DEFINED IN THESE GENERAL TERMS AND CONDITIONS TO INCLUDE THE COMPANYS EMPLOYEES, AGENTS AND SUBCONTRACTORS. THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; BUSINESS INTERRUPTION; LOSS OF PROPERTY, DAMAGED PROPERTY OR LOSS OF USE OF PROPERTY; PERSONAL INJURIES AND DEATH; CROSS-CLAIMS AND CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE, AMONG OTHERS, THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE.

2. WAIVER OF SUBROGATION. Customer understands that COMPANY IS NOT AN INSURER. Customer is responsible for obtaining all insurance Customer believes is necessary. To the fullest extent permitted by applicable law, Customer and Customers insurance company release Company from any liability for any loss, event or condition covered by Customers insurance.

3.INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY FROM ANY AND ALL LIABILITY (EXCEPT INTENTIONAL MISCONDUCT) AGAINST ALL THIRD PARTY CLAIMS OR LOSSES (INCLUDING PAYMENT OF COMPANYS ATTORNEYS FEES AND COSTS) BROUGHT AGAINST COMPANY ARISING FROM OR RELATING TO THIS QUOTE, PROPOSAL OR AGREEMENT, THE DESIGN, INSTALLATION, INSPECTION, TESTING, MONITORING, REPAIRING, SERVICING, OPERATION OR NON-OPERATION OF THE SYSTEM OR EQUIPMENT, IN ANY RESPECT AT ALL, BUT (a) ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTY, AND (b) FROM THE COMPANYS OWN NEGLIGENCE OF ANY KIND OR DEGREE. NOTHING CONTAINED HEREIN, INCLUDING (b) ABOVE, SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS CLAUSE, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW.

4.LIMITED WARRANTY. For ninety (90) days from the date that the Company sells and installs any part, component or system subject to this Quote, Proposal or Agreement, Company warrants that if any such part, component or system does not work because of a defect in material or workmanship, Company will repair or replace that part or component at no charge to Customer. This Limited Warranty does not cover batteries, nor does it apply if the part, component or system has been damaged by Customer, accidents, power surges, misuse, vandalism, lack of proper maintenance, or unauthorized changes, or acts of God (such as fires, earthquakes, floods, tornadoes, etc.). This Limited Warranty is the only warranty Company makes, and takes the place of all other warranties whether express or implied. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED.

5.CUSTOMERS AGREEMENTS. Unless Customer has contracted in writing with the Company to do so, it is the sole and exclusive responsibility of Customer to test, inspect, maintain, repair, clean and service (collectively the Service) all security alarm and fire protection equipment and systems at the Customers premises, including without limitation, any and all burglar alarm equipment and systems, fire alarm and suppression systems and equipment, fire extinguishers, fire sprinkler systems, kitchen suppression systems, and kitchen exhaust hoods and related duct work. If the Customer has contracted with the Company for any Service, Company assumes no liability for, and is in no way responsible for, any damage or loss which may occur between any contracted-for Service.

6. FUTURE WORK AND SERVICES. ANY WORK OR SERVICES THAT THE COMPANY PROVIDES TO THE CUSTOMER IN THE FUTURE IS SUBJECT TO ALL OF THE ABOVE TERMS (TERMS 1 THROUGH 5) OF THIS WORK ORDER, UNLESS OTHERWISE AGREED TO BETWEEN THE CUSTOMER AND THE COMPANY IN WRITING.

7. CREDIT CARD PAYMENTS. A 2.5% SURCHARGE WILL BE ADDED TO ALL PAYMENTS BY CREDIT CARD

Signature	11/15/2024 01:59pm EST

Accepted By: Linda Parent

Lparent@richmondvt.gov