



Nevada  
3855 W Diablo Dr #10  
Las Vegas, NV 89118  
☎ (702) 972-0676

Website: [www.metrofireaz.com](http://www.metrofireaz.com)

AZ LIC# C-16:111021 / CR-67:103313 / CR-5:213027 / CR-80:295875 / R-16:166777 NV LIC# C-41:0081042

Coronado Elementary School  
4333 De Anza Blvd  
GILBERT, AZ 85297

Email approval to: robin.adams@metrofireaz.com

SCOPE OF WORK: Due to the age of this fire hydrant replacement is recommended.  
Excavate\demo existing leaking fire hydrant located in the east side of the parking lot  
Installation of a new fire hydrant and back fill  
(3 employee crew for 2 days)  
48hrs labor @ 95 -4,560.00  
Parts (new fire hydrant) = 3,000  
Total \$7,560.00

Main (480) 464-0509  
Fax (480) 962-5372



### Additional Terms and Conditions

**ACCEPTANCE:** This agreement, when signed by the Customer and Metro Fire Equipment Inc. (hereinafter "Metro Fire") becomes a contract between the two parties. The Customer agrees to furnish and be responsible for access to a safe and habitable workspace for Metro Fire to perform its responsibilities.

**ADDITIONAL EQUIPMENT:** In the event additional equipment is installed after the date of this agreement, the annual inspection charge shall be negotiated in accordance with Metro Fire's prevailing rates. The quantity list may not be inclusive. Upon inspection, if the quantity list changes, then the price may be changed accordingly.

**PRICE AND PAYMENT:** Any failure to pay any amount when due and payable according to the terms of this agreement shall be deemed to be an event of default ("Event of Default"). Upon the occurrence of an Event of Default, the entire balance shall become due and payable, and the balance shall accrue interest at 2% per month, 24% per annum from date of invoice until paid. In the event it becomes necessary to employ an attorney or collection agency to collect any amount due, it is agreed by and between the parties that the Customer shall be liable for attorney's fees and/or collection costs, plus any court costs incurred. It is further agreed by and between parties hereto that title to the property herein described shall remain in Metro Fire, until such time as the Customer has fully performed and paid all amounts due herein. It is further agreed that Metro Fire shall have the statutorily allotted time within which to perfect any materialmen or mechanic's lien it may deem necessary in order to protect its interests described herein. Upon breach of the contract by the Customer, Metro Fire has the right to retrieve the property and enter Customer's premises in order to effectuate its rights. **CUSTOMER ACCEPTS RESPONSIBILITY FOR PAYMENT AND ANY LIABILITY ASSOCIATED THEREWITH, AND SUCH LIABILITY IS NOT ASSIGNABLE OR TRANSFERABLE WITHOUT THE EXPRESS WRITTEN CONSENT FROM METRO FIRE.**

**WARRANTY:** Metro Fire does not warranty any goods or equipment independent of any manufacturer's warranty. Metro Fire warrants that the services provided hereunder will be performed in accordance with the generally accepted industry standards and practices. There are no other warranties expressed or implied in the connection with the sales of goods or services under this contract. Metro Fire makes no other promises or implied warranties beyond these terms and makes no warranty of merchantability or fitness for a particular purpose, and any and all such warranties are expressly waived under this agreement.

**LIMITATION OF LIABILITY:** Customer agrees that Metro Fire's liability whether in contract, in tort, under any warranty, in negligence or otherwise, and Customer's remedy or damages shall be limited to the return of the amount of the purchase price paid. NOTWITHSTANDING THE FOREGOING, METRO FIRE SHALL NOT BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE, OR EXPENSES HOWEVER ARISING, WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. CUSTOMER ACKNOWLEDGES THAT THE PRICE STATED FOR GOODS OR SERVICES PROVIDED, IS BASED UPON AND IN CONSIDERATION OF LIMITING METRO FIRE'S LIABILITY.

**INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES:** IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST METRO FIRE OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REASON RELATING TO METRO FIRE'S PERFORMANCE, DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS METRO FIRE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF METRO FIRE, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.

**HOLD HARMLESS:** Customer assumes responsibility for and agrees to hold Metro Fire harmless from all actions, contract or other duty assumed by or the responsibility of Customer or any third party in connection with goods or services provided under this contract.

**INSURANCE:** Customer acknowledges and agrees that Metro Fire is not an insurer and that the Customer shall at its own expense provide for any and all fire-related insurance. Metro Fire shall not be responsible for any claims of the Customer or any third party for any loss or damage that is insured or is required to be insured, or is insurable by the Customer.

**NOTICES:** Any notice given pursuant to this contract shall be in writing to the other party and sent by certified mail, postage prepaid, return receipt requested to the appropriate party as outlined at the addresses set forth in this contract.

**NOTICE OF CLAIM:** Customer agrees to give Metro Fire prompt notice, confirmed in writing within fifteen days of discovery, of all actions, claims, losses, accidents, malfunctions, or damages arising out of the sale, installation, operation or failure of the goods or services. Any cause of action arising out of the goods or services provided, whether in contract, tort, or otherwise, must be filed within ninety days after the date of services as evidenced by Metro Fire's invoice.

**SEVERABILITY:** If any term, covenant, condition or provision of the contract, or the application thereof to any circumstances, shall, at any time or to any extent, be determined by a court or competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Contract, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**GOVERNING LAW:** All questions relating to the validity, interpretation or performance of this contract shall be determined in accordance with the laws of Arizona.

**OWNERSHIP:** CUSTOMER ACKNOWLEDGES THAT IT IS THE OWNER OR OWNER'S AGENT FOR ALL EQUIPMENT INSPECTED, SERVICED, OR MAINTAINED UNDER THIS CONTRACT AND THAT IT ASSUMES ALL RESPONSIBILITY TO ENSURE THAT ANY DEFICIENCIES OR IMPAIRMENTS SHALL BE REPAIRED, OR REPLACED OR REMOVED IN A TIMELY MANNER.

**Proposal Acceptance**

Metro Fire Equipment is hereby authorized to perform the service and/or maintenance of equipment as described above. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Presented by **Metro Fire Equipment**  
Name Taylor Kozminski  
Title Estimator  
Date 3/1/2021

Accepted by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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