



GOTOMYCONTROLS.COM, INC.
406 Marine Dr., Pembroke Park, FL 33009
(954) 399-1511
State of Florida License No.: EF-20002156

FIRE Alarm Monitoring Agreement

This Agreement dated October 1, 2025 by and between GOTOMYCONTROLS.COM, INC. (hereinafter referred to as "GTMC" or "COMPANY") and CENTURY PARK CONDOMINIUM NO. 2 ASSOCIATION, INC., a Florida not for profit corporation hereinafter referred to as "Subscriber" or "Customer").

The Premises where the communication equipment and fire alarm system is located at:

Building 36 - 8858 W. Flagler Street. Miami. Florida 33174

WHEREAS, Subscriber owns a fire alarm system and desires remote monitoring services and maintenance, the parties agree as follows:

1. DESCRIPTION OF SERVICE AND EQUIPMENT: Initial service provided for Remote Station Monitoring (hereinafter referred to as "Monitoring Agreement"). The service will be provided using existing AES radio, UL approved for fire alarm system monitoring as per NFPA 72 Section 26.6. The Subscriber agrees to pay the amount of \$120.00 a month plus tax for the Monitoring Agreement, which includes all communication charges, and transmission of the fire alarm system signals on the wireless mesh network.

1.1 ANNUAL INSPECTION: Company will make one (1) scheduled annual inspection of the fire alarm system every calendar year at the cost of \$480 annually or \$40 per month payable with the monitoring fees. The following services will be performed during the annual inspection as long as the specified equipment is on the certificate of completion:

- a) Inspect and Test all outlying initiating and indicating devices;
- b) Perform Battery Test on Alarm Condition;
- c) Provide annual certification for test and inspection of Main Fire Alarm equipment;
- d) Report of any deficiencies found during testing;
- e) Perform any repairs to be done shall be provided after quote approval by owner;
- f) Definition of parts to be serviced by GTMC: All components and devices that are part of the Fire Alarm System
For Example: smoke detectors, heat detectors, manual pull stations, speakers, strobes, phone jacks, alarm modules, monitor modules, inside components, etc. Except for all devices interfaced to the Fire Alarm system like sprinkler valves and security that are not included as part of this contract.
- g) Provide periodic preventive maintenance;
- h) Produce written reports, detailing the findings of inspections;
- i) Maintain communication hardware equipment

1.2 PARTS: Parts are not included in this Agreement.

2. TERMS OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of five (5) years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. GTMC shall be permitted, from time to time to increase the monitoring monthly Fee up to five (5) % annually and Subscriber agrees to pay such increase as invoiced.

3. RIGHT OF FIRST REFUSAL ON EXPIRATION OF TERM: CUSTOMER hereby grants the right of first refusal to GOTOMYCONTROLS to meet the terms of any bona fide offer from any party proposing to provide all or some of the previously agreed upon services and/or equipment between the CUSTOMER and GOTOMYCONTROLS after the expiration of the term of this Agreement. CUSTOMER must give GOTOMYCONTROLS notice of such bona fide offer within five (5) days of receipt of the offer and GOTOMYCONTROLS shall have ten (10) days from their receipt of such notice of a bona fide offer to exercise its right of first refusal.

If the CUSTOMER does not honor this right of first refusal, GOTOMYCONTROLS may declare this Agreement having been renewed under the same terms for a period equal to the original Agreement term, such additional term to commence on the day immediately following the last day of the last effective Agreement term, and GOTOMYCONTROLS may reinstall its equipment or GOTOMYCONTROLS may seek any other remedy allowed in this Agreement and/or by law.

4. DISCLAIMER OF ALL OTHER WARRANTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY WITH RESPECT TO ANY EQUIPMENT OR SYSTEM AND , THAT CLIENT IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

5. CENTRAL STATION MONITORING: Upon receipt of a signal from the communication hardware, GTMC or its designated communication center shall make every reasonable effort to notify Subscriber and the appropriate fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of GTMC or GTMC's designated communication center and GTMC does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication pass through communication networks wholly beyond the control of GTMC and are not maintained by GTMC and, therefore, GTMC shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising there from. Subscriber agrees to furnish GTMC with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to GTMC in writing. Subscriber authorizes GTMC to access the control panel to modify data and programming. GTMC may, without prior notice, suspend or terminate its services, in the central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is non-operational or subscriber' alarm system is sending excessive false alarms.

6. RUNNER SERVICE CALLS, RESPONSE TIMES, BUSINESS HOURS and LABOR RATES: GTMC will provide the required RUNNER SERVICE CALLS in accordance with our RESPONSE TIMES and LABOR RATES described below:

a) **RUNNER SERVICE CALLS and RESPONSE TIMES:** The regularly scheduled service calls will be established for the mutual convenience of GTMC and its Subscriber. Service calls may be received 24 hours each day, 7 days per week, including holidays. Call back to service calls received on the RUNNER SERVICE LINE (954-399-1511 ext. 9) shall be within two (2) hours of receipt of call. For alarm conditions response at site shall be done for non-restoral alarm conditions within two hours of receipt of call. For trouble conditions response at site shall be done for non-restoral trouble conditions within four hours of receipt of call.

b) **BUSINESS HOURS:** GTMC Regular Business Hours are defined as Monday through Friday from 8:00 AM to 5:00 PM, except for Legal Holidays.

c) **EMERGENCY OR RUNNER SERVICE CALLS DURING OR AFTER REGULAR BUSINESS HOURS:** Shall be charged at a rate of \$110.00 per hour during business hours and \$195 per hour after regular business hours.

7. NOTIFICATION OF CHANGES: Subscriber agrees to send notice in writing by fax, certified or registered mail for any changes made to the Emergency Call out List.

8. COMPANY IS NOT AN INSURER: LIMITATION OF LIABILITY; CUSTOMER AGREES AND UNDERSTANDS THAT COMPANY IS NOT AN INSURER, THAT INSURANCE, IF ANY, COVERING PERSONAL INJURY, INCLUDING DEATH, AND ALL REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY CUSTOMER; THAT **COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** THAT THE SYSTEM WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM COMPANY'S NEGLIGENCE, A FAILURE OF COMPANY TO PERFORM ANY OF COMPANY'S OBLIGATIONS HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY BREACH OR FAILURE BY COMPANY TO PERFORM UNDER ANY SERVICE CALL OR AGREEMENT, FAILURE TO REASONABLY RESPOND TO SERVICE REQUEST, FAILURE OF THE SYSTEM, COMMUNICATION NETWORKS, MONITORING SERVICE, OR EQUIPMENT TO PROPERLY OPERATE WITH A RESULTING LOSS TO CUSTOMER BECAUSE OF, AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF CUSTOMER'S PROPERTY

OR THE PROPERTY OF OTHERS KEPT ON THE PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE

AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF THE POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, OR OTHERS, SHOULD THE POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, OR OTHERS, BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY COMPANY'S FAILURE TO PERFORM OR BY THE SYSTEM TO OPERATE; (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO CUSTOMER OR ANY OTHER PERSON WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVERT OR, (E) THE NATURE OF THE SERVICE TO BE PERFORMED BY COMPANY. CONSEQUENTLY, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF THE COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR CONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE SYSTEM, OR TO BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO MONITORING FACILITIES, IN EXCESS OF THE MAXIMUM SUM OF TWO HUNDRED FIFTY DOLLARS (\$250.00) AND THIS LIABILITY SHALL BE EXCLUSIVE.

9. INSTALLATION AND SERVICE OF THE COMMUNICATION HARDWARE. Company agrees to program of cause to be programmed the communication hardware at the Premises in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation, subject to the following conditions: (a) Customer authorizes and empowers the Company to enter upon the Premises for such purpose and agrees to make the Premises available for such purpose during normal working hours (8:00am – 5:00pm, Monday through Friday, excluding legal holidays); (b) Customer will provide required electrical power outlets at the location or locations designated by Company for equipment requiring such power; (c) Customer will provide any communication network to which the system may be connected, including any internet, intranet, cable, transmission, or telephone lines and service; (d) Customer understands that installation will require drilling work, and that certain wiring may be required to be exposed, although Company will attempt to conceal wiring in the furnished areas of the Premises whenever possible, and mats, switches, or wiring; and (e) The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

10. DELAY IN INSTALLATION: GTMC shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including GTMC's negligence in the performance of this contract.

11. CARE OF EQUIPMENT: Subscriber agrees not to tamper with, remove or otherwise interfere with the communication hardware which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by GTMC without additional charge, within the TERMS OF AGREEMENT (section 2).

12. TESTING AND SERVICE OF COMMUNICATION HARDWARE: Communication hardware, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the system and to notify GTMC if it needs repair. GTMC shall not be required to service the communication hardware unless it has received notice from Subscriber, and upon such notice, GTMC shall service the communication hardware to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Any repair or other services provided by GTMC to Subscriber's fire alarm or security equipment shall be at GTMC's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract.

13. SYSTEM TEST: When a system is in test, the Central Station will NOT dispatch the Fire Department. The Fire Alarm System may be placed on test for up to eight (8) hours; the central station is required to notify the Fire Department if a greater period of time is required. The Fire Department may require the property during this period of test to go on Fire Watch. The building owner becomes liable for any fires during the test period and must contact the Fire Department directly.

PLACING SYSTEM ON TEST:

1. Information required - account number, period time for test and name of caller.
2. Contact Central Station at 305-238-0800

14. CENTRAL STATION CALLOUT PROCEDURE: In the event a signal is received from the fire alarm system, Central Station will respond in the following order:

- a) Central station will call the fire department first with a fire code;
- b) Company will be notified of signal condition and provide the Runner Service; by responding to a non-restorable fire code and/or supervisory signal within two (2) hours and non-restorable trouble code within four (4) hours, if necessary;
- c) Central Station will attempt to contact premises or personnel on the Call out list.

15. THIRD PARTY INDEMNIFICATION. When Subscriber in the ordinary course has the property of others in Subscriber's custody or other persons are on the Premises, or the System extends to protect other persons or property of others, Subscriber agrees to and shall indemnify, defense, and hold harmless Company and its employees and agents, from and against all claims brought by parties other than the parties to this Agreement.

16. SUBROGATION. Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in, about or to the Premises whether said claims are made by Customer, Customer's agents, or insurance company or other parties claiming under, or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Customer shall notify Customer's insurance carrier of the terms of this provision.

17. ASSIGNMENTS: Subscriber shall not be permitted to assign this agreement without written consent of GTMC. GTMC shall not have the right to assign this contract without the consent of the Association.

18. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse GTMC for any fines relating to permits or false alarms. GTMC shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should GTMC be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay GTMC for such service or material.

19. COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that GTMC is authorized and permitted to subcontract any services to be provided by GTMC to third parties who may be independent of GTMC, and that GTMC shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints GTMC to act as Subscriber's agent with respect to such third parties, except that GTMC shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to GTMC's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of GTMC.

20. CHANGES IN STANDARDS AND REGULATIONS OF REGULATORY AGENCIES.

Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshall, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

21. INTEREST. Any Amounts due Company and past due for fifteen (15) days will be subject to a one and one-half percent (1.5%) interest charge for each month on the unpaid balance, this being equivalent to 18% per year, or will be subject to the maximum annualized interest rate allowed by applicable law, whichever is the lesser amount.

22. INVALID PROVISIONS. If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. DEFAULT AND LEGAL ACTION: The parties to this Agreement shall endeavor to resolve any and all conflict(s) in good faith. The parties agree that if there is a dispute related to this Agreement that cannot be resolved by the parties, after both parties have attempted to resolve the matter in good faith, then the parties shall attend mediation to be held in Miami-Dade County, Florida, with a licensed mediator. The parties agree that mediation shall be a condition precedent to the filing of any action related to this Agreement. If the matter is not resolved through mediation, the parties agree that the sole and exclusive venue for litigation shall be in Miami-Dade County. In the event of litigation, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs, including those incurred on appeal.

24. COMPLIANCE WITH LAWS. Customer agrees to use the System strictly in compliance with all applicable laws and regulations. The company assumes no responsibility for any unlawful activity on Customer's part. Should Customer's unlawful activity subject Company to any civil or criminal liability for any reason, Customer agrees to indemnify, defend and hold harmless Company from any such potential or actual liability, including payment of all attorney's fees and court costs related to such matters.

25. ENTIRE AGREEMENT. This agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements or the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

Initials: RG LF M

SEE ADDITIONAL PAGES FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ AND INITIAL ALL PAGES BEFORE YOU SIGN THIS CONTRACT. CUSTOMER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

Effective Date: October 1, 2025

Account #:1201-5042

Century Parc 2 Condominium Association

Subscriber Name (Print Full Name)

Century Parc 2 Condominium Association – Building 36

Premise Name

<u>8858 W. Flagler Street</u>	<u>Miami</u>	<u>FL</u>	<u>33174</u>
Premise Address	City		Zip Code

<u>3934 SW 8th St #303</u>	<u>Coral Gables.</u>	<u>FL</u>	<u>33134</u>
Billing Address	City		Zip Code

<u>Ramon Herman</u>	<u>10/30/25</u>
Subscriber Signature	Date

By: Eric Alonso, President of the Association

The undersigned personally guarantees subscriber performance of this agreement

Emergency Call out List:

	Name	Title	Phone Number
1-	Fernando Garrote	Property Manager	786-252-1662
2-	Eric Alonso	President	786-302-6115
3-	Marita Ordonez	Manager	786-821-8261

Company Authorized Signature and Acceptance:

GoToMyControls.com Inc
406 Marine Dr.,
Pembroke Park, FL 33009

Signature: [Signature]
Richard Reid - President

Date: 10/30/2025

Initials: RG / [Signature]