

FIRE WATCH SERVICES AND COVERAGE TERMS AND CONDITIONS

Effective date: 18 June 2026 | Last updated: 22 June 2026

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Agreement to Terms

These Fire Watch Terms and Conditions (the "Terms") govern Fire Watch services provided by Transcend Security Solutions, LLC ("Transcend," "Company," "we," "our," or "us") to the person or entity requesting, approving, paying for, or receiving Fire Watch services ("Client," "you," or "your").

By submitting a Fire Watch request, checking an online acceptance box, signing or approving a work order, approving services by email, text message, phone, online form, or other communication, accepting Fire Watch services, or paying an invoice, Client agrees to these Terms.

A person submitting a request, approving services, signing a work order, or communicating authorization on behalf of Client represents that they are authorized to bind Client, the property, company, or account identified in the request.

Scope of Fire Watch Services

Transcend provides temporary Fire Watch personnel to observe assigned areas, conduct patrols, identify visible fire or life-safety concerns, maintain Fire Watch logs, and report emergencies or observed hazards in accordance with Client instructions and applicable requirements issued by the local fire department, fire marshal, building department, or other Authority Having Jurisdiction ("AHJ").

Fire Watch services may include, as applicable:

- Patrolling designated areas at required or agreed intervals;
- Observing for visible smoke, fire, unsafe conditions, blocked exits, or other apparent hazards;
- Reporting observed hazards to Client or designated contacts;
- Contacting emergency services when appropriate;
- Maintaining Fire Watch logs, patrol records, or activity reports;
- Following site-specific post orders provided by Client or required by the AHJ.

Fire Watch personnel are assigned solely to Fire Watch duties unless otherwise agreed in writing. Fire Watch services do not include security guard services, access control, crowd control, parking enforcement, loss prevention, fire-system repair, fire-system testing, fire-system monitoring, code inspection, code certification, engineering services, evacuation-plan preparation, or approval to occupy, reopen, or continue operating a building or site.

**Local Law and
Authority Having
Jurisdiction**

Fire Watch requirements vary by state, county, city, occupancy type, building condition, incident, permit, project, event, insurance requirement, and AHJ. The local fire department, fire marshal, building department, or other AHJ may impose requirements that differ from Transcend's standard service description.

Client acknowledges and agrees that:

- The AHJ controls Fire Watch requirements;
- Transcend does not determine whether Fire Watch is legally required unless expressly agreed in writing;
- Transcend does not determine when Fire Watch may be discontinued unless expressly authorized in writing by Client and, when required, by the AHJ;
- Client remains responsible for obtaining, confirming, and complying with all applicable Fire Watch requirements;
- If the AHJ requires additional staffing, different patrol intervals, special forms, special credentials, permits, inspections, or other requirements, Client is responsible for those requirements and any related costs.

Transcend may communicate with an AHJ when authorized by Client or when necessary during an emergency, but such communication does not transfer Client's legal, regulatory, property-owner, tenant, contractor, operator, or permit-holder responsibilities to Transcend.

Client Responsibilities

Client remains responsible for the property, premises, project, event, occupancy, operations, fire-protection systems, fire-alarm systems, sprinkler systems, suppression systems, emergency systems, permits, insurance requirements, and code compliance.

Client agrees to provide Transcend with all information reasonably necessary to perform Fire Watch services, including:

Accurate site name, site address, and service location;

- Site access instructions, keys, gate codes, badges, parking information, and escort requirements;
- On-site contacts and emergency contacts available at all times during service;
- Known fire, life-safety, environmental, structural, criminal, or site-specific hazards;
- Fire-alarm, sprinkler, suppression, standpipe, fire pump, hot-work, or other impairment information;
- Any Fire Watch order, notice of violation, impairment notice, permit condition, inspection report, or written requirement issued by the AHJ;
- Required patrol frequency, coverage area, log format, reporting process, and discontinuation criteria, if known;

**Client Responsibilities
(cont.)**

- Site maps, floor plans, restricted areas, evacuation routes, and utility shutoff locations, if available;
- Any required personal protective equipment, site-specific training, safety orientation, credentialing, or badging not normally provided by Transcend.

Client is responsible for notifying and coordinating with the applicable fire department, fire marshal, building department, property owner, tenant, contractor, insurance carrier, alarm company, sprinkler contractor, monitoring company, and any other required party.

**No Transfer of
Code Compliance
Obligations**

Fire Watch services are temporary life-safety support services. They do not replace Client's obligation to maintain code-compliant fire-protection systems, correct impairments, repair systems, notify authorities, evacuate occupants when required, restrict occupancy when required, obtain permits, maintain insurance, or comply with applicable laws, codes, ordinances, regulations, lease obligations, contract obligations, insurance requirements, or AHJ directives.

Transcend is not the property owner, building operator, tenant, general contractor, fire-code consultant, engineer, alarm contractor, sprinkler contractor, insurance advisor, or AHJ.

Transcend does not authorize occupancy, reopening, continued operations, or discontinuation of Fire Watch. Those determinations remain the responsibility of Client and the applicable AHJ.

**Personnel Duties and
Limitations**

Transcend personnel are not firefighters, fire inspectors, code officials, engineers, system technicians, law-enforcement officers, or emergency medical personnel.

Unless otherwise required by law or expressly agreed in writing, Transcend personnel are not required to fight fires, perform rescues, provide medical care, physically intervene in criminal activity, repair equipment, silence alarms, reset systems, operate fire panels, operate sprinkler valves, conduct technical inspections, or make code-compliance determinations.

In the event of an actual or suspected emergency, Transcend personnel may call 911, notify emergency contacts, report conditions to the AHJ, assist with notification procedures, and take other reasonable actions consistent with their role, training, site instructions, and personal safety.

**Requests, Acceptance,
Staffing, and
Availability**

Submission of a Fire Watch request does not guarantee service availability and does not create an obligation for Transcend to provide services. Services are not accepted, scheduled, or started until Transcend confirms acceptance, staffing, schedule, rate, and service details in writing or through another express confirmation.

Fire Watch staffing is subject to personnel availability, local licensing requirements, site conditions, travel requirements, service location, required coverage hours, and any special requirements imposed by Client or the AHJ.

**Requests, Acceptance,
Staffing, and
Availability (cont.)**

Transcend will make commercially reasonable efforts to staff accepted requests, but Transcend does not guarantee immediate availability unless expressly confirmed in writing.

**Rates, Minimums, and
Additional Charges**

Fire Watch services are billed at the rate stated on the applicable request form, quote, proposal, work order, written confirmation, invoice, or applicable webpage.

Unless otherwise agreed in writing, Fire Watch services are subject to the posted hourly rate and any applicable minimum charge, including any minimum charge stated on the Fire Watch request page or service confirmation.

Additional charges may apply for:

- Overtime, premium time, or holiday time;
- Emergency, same-day, after-hours, weekend, or short-notice requests;
- Travel time, mileage, parking, lodging, meals, tolls, or other travel-related costs;
- Special equipment, personal protective equipment, radios, badges, or site-specific supplies;
- Required training, safety orientation, credentialing, onboarding, or badging time;
- Permit-related administrative time or required documentation;
- Additional reporting, incident documentation, or record-submission requests;
- Requirements imposed by Client, the property, the project, the insurer, or the AHJ after service begins.

Client is responsible for applicable taxes, assessments, government fees, permit fees, fire department fees, false-alarm fees, inspection fees, and other third-party charges to the maximum extent permitted by law.

**Weekly Billing Period
and Payment Terms**

Unless otherwise agreed in writing, Fire Watch services are billed weekly. Standard service and billing periods run from Sunday at 12:00 AM through Saturday at 11:59 PM. Services performed during the applicable billing period will be invoiced weekly.

Unless otherwise agreed in writing, all invoices are due Net 15 from the invoice date.

Client agrees to review invoices promptly and notify Transcend in writing of any good-faith billing dispute within five business days after receiving the invoice. Undisputed amounts remain due by the invoice due date.

A purchase order, vendor registration, portal setup, certificate request, invoice coding request, or other internal Client process does not delay or condition Client's payment obligation unless Transcend expressly agrees in writing before services are provided.

Amounts not paid when due may be subject to late charges, interest, collection costs, attorney fees, suspension of services, and other remedies to the maximum extent permitted by applicable law.

**Credit Card, ACH, and
Check Payments**

Client may request to remit payment by credit card, ACH, or standard business check.

Where permitted by applicable law and card-network rules, credit card payments may be subject to a processing fee, convenience fee, or surcharge, which will be disclosed before processing and added to the invoice or payment total. Any such fee will not exceed the amount permitted by applicable law, card-network rules, or Transcend's actual cost of acceptance, as applicable.

ACH and standard business check payments may be made without additional processing fees unless otherwise agreed in writing or unless a payment is returned, rejected, reversed, or dishonored.

Client is responsible for any returned-payment fees, chargeback fees, bank fees, or collection costs caused by failed, reversed, dishonored, or disputed payments, to the maximum extent permitted by law.

**Billing Information and
Invoice Submission**

Client is responsible for providing accurate billing information, including the billing legal entity name, billing address, accounts payable contact, invoice submission email or portal instructions, purchase order requirements, tax-exemption documentation if applicable, and any other information required for invoice processing.

Transcend is not responsible for payment delays caused by inaccurate billing information, missing purchase orders, vendor setup delays, portal access delays, or other Client administrative requirements not provided before services begin. Client remains responsible for timely payment of all valid invoices.

**Certificate of
Insurance and
Additional Insured
Requests**

Client may request a certificate of insurance or additional insured endorsement when required by contract, property owner, landlord, general contractor, insurer, or AHJ. Any such request must be submitted with complete certificate-holder information, additional insured legal name, mailing address, required wording, contract requirements, and delivery instructions.

Transcend will make commercially reasonable efforts to provide certificates or endorsements that are available under Transcend's insurance program. Transcend is not obligated to provide coverage, endorsements, limits, waivers, or wording that are unavailable, inaccurate, inconsistent with the services, inconsistent with policy terms, or not approved by Transcend's insurer or broker.

A request for a certificate of insurance, additional insured status, waiver of subrogation, primary and noncontributory wording, or other insurance requirement does not delay Client's payment obligation unless expressly agreed in writing by Transcend.

**Suspension or
Termination of
Services**

Transcend may suspend, delay, decline, or terminate Fire Watch services if:

- Client fails to pay amounts when due;
- Client fails to provide required site information, access, contacts, instructions, or safe working conditions;
- Required permits, approvals, authorizations, credentials, or AHJ approvals are missing;
- Client requests services that are unlawful, unsafe, outside scope, or inconsistent with Fire Watch duties;
- The AHJ requires a different provider, staffing model, credential, permit, or service arrangement;
- Personnel are threatened, harassed, obstructed, denied access, or exposed to unreasonable risk;
- Transcend determines that continuing service would create an unacceptable safety, legal, operational, regulatory, or financial risk.

Client remains responsible for all charges incurred before suspension or termination. Suspension or termination by Transcend does not relieve Client of its responsibility to maintain required Fire Watch coverage, notify the AHJ, protect the property, or comply with applicable law.

**Cancellation and
Changes**

Client must notify Transcend as soon as possible of any cancellation, schedule change, access issue, system restoration, AHJ change, occupancy change, project delay, or instruction change.

Unless otherwise agreed in writing, Client remains responsible for applicable minimum charges, scheduled hours, mobilization costs, travel costs, and non-cancelable expenses incurred before Transcend receives and confirms the cancellation or change.

Fire Watch may not be discontinued based solely on Client's verbal statement if written authorization, inspection approval, system restoration documentation, or AHJ approval is required. Client remains responsible for confirming when Fire Watch may legally and safely end.

**Fire Watch Logs and
Documentation**

Transcend may maintain Fire Watch logs, activity reports, patrol records, incident notes, or similar documentation as part of the services.

Fire Watch logs and reports are records of observations and activities performed by Transcend personnel. They are not code-compliance certifications, engineering reports, inspection reports, insurance reports, legal opinions, or guarantees that the property was safe or compliant.

Client is responsible for submitting logs, reports, or other documentation to the AHJ unless Transcend expressly agrees in writing to submit them on Client's behalf.

Fire Watch Logs and Documentation (cont.)

Client shall not alter, falsify, backdate, or misrepresent any Fire Watch log, report, or record prepared by Transcend.

Site Safety

Client is responsible for maintaining a reasonably safe work environment for Transcend personnel.

Client must promptly disclose known hazards, including but not limited to fire hazards, hazardous materials, structural instability, criminal activity, violence, aggressive persons, animals, environmental hazards, confined spaces, energized equipment, fall hazards, active construction hazards, poor lighting, extreme temperatures, smoke, fumes, asbestos, mold, chemicals, biological hazards, or other unsafe conditions.

Transcend may remove personnel or suspend services if site conditions are unsafe or if personnel are prevented from performing Fire Watch duties safely.

Emergency Action

Client authorizes Transcend personnel to contact emergency services if they observe or reasonably suspect fire, smoke, hazardous conditions, threats to life safety, criminal activity, medical emergencies, or other urgent conditions.

Client acknowledges that emergency response decisions may need to be made quickly and based on limited information. Transcend is not responsible for emergency-response costs, fire department fees, false-alarm fees, evacuation costs, property disruption, business interruption, or other costs arising from good-faith emergency reporting or emergency action.

No Warranty or Guarantee

Transcend will perform Fire Watch services in a commercially reasonable manner consistent with the agreed scope of work.

Transcend does not guarantee that Fire Watch services will prevent fire, smoke damage, water damage, property loss, theft, vandalism, injury, death, code violations, fines, citations, business interruption, insurance disputes, or other losses.

Transcend is not an insurer. Client is responsible for maintaining appropriate property, casualty, general liability, builder's risk, workers' compensation, business interruption, and other insurance coverage.

Insurance

Upon request, Transcend may provide evidence of insurance coverage maintained by Transcend.

Client understands that Transcend's insurance does not replace Client's own insurance obligations and does not make Transcend responsible for risks outside the agreed scope of Fire Watch services.

Client is responsible for verifying whether its lease, mortgage, construction contract, insurance policy, permit, or AHJ requires specific insurance coverage, endorsements, waivers, additional insured status, certificates, or notices.

Indemnification

To the maximum extent permitted by applicable law, Client agrees to defend, indemnify, and hold harmless Transcend, its owners, officers, directors, managers, members, employees, contractors, subcontractors, agents, insurers, successors, and assigns from and against any claims, damages, losses, liabilities, penalties, fines, citations, costs, expenses, attorney fees, injuries, deaths, property damage, business interruption, or third-party claims arising out of or related to:

- Client's property, premises, project, event, operations, tenants, contractors, guests, invitees, employees, or agents;
- Fire, smoke, water, sprinkler discharge, alarm failure, system impairment, system malfunction, or other fire/life-safety condition;
- Client's failure to maintain, repair, test, inspect, monitor, or restore fire-protection systems;
- Client's failure to notify, coordinate with, or comply with the AHJ;
- Client's failure to evacuate, restrict occupancy, obtain permits, or follow applicable requirements;
- Inaccurate, incomplete, delayed, or omitted information provided to Transcend;
- Unsafe site conditions;
- Instructions, post orders, or directions provided by Client;
- Acts or omissions of Client, property owners, tenants, contractors, subcontractors, vendors, guests, invitees, or other third parties;
- Client's breach of these Terms.

This indemnification obligation does not apply to the extent a claim is finally determined by a court of competent jurisdiction to have been caused by Transcend's gross negligence or willful misconduct, or to the extent prohibited by applicable law.

Limitation of Liability

To the maximum extent permitted by applicable law, Transcend shall not be liable for indirect, incidental, special, consequential, exemplary, punitive, or enhanced damages, including lost profits, lost revenue, loss of use, business interruption, loss of goodwill, loss of occupancy, delay damages, insurance-coverage disputes, code penalties, fines, citations, or costs of system repair, even if Transcend has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, Transcend's total aggregate liability arising out of or related to Fire Watch services shall not exceed the amount paid by Client to Transcend for the specific Fire Watch services giving rise to the claim during the thirty days preceding the event giving rise to the claim.

The limitations in this section do not apply to the extent prohibited by applicable law.

**Subcontractors and
Local Service Partners**

Transcend may use employees, contractors, subcontractors, affiliates, or local service partners to perform Fire Watch services, provided such use is not prohibited by applicable law or written agreement.

Certain jurisdictions may require specific licensing, registration, credentials, permits, uniforms, training, or approval. Client agrees that service availability, staffing, pricing, timing, and procedures may vary based on local requirements.

**Licensing and
Regulatory Compliance**

Transcend will make commercially reasonable efforts to provide services in compliance with licensing and regulatory requirements that apply directly to Transcend's performance of Fire Watch services.

Client remains responsible for laws, codes, permits, approvals, orders, notices, insurance requirements, lease obligations, construction requirements, and AHJ directives applicable to Client, the property, the occupancy, the project, the event, the fire-protection systems, or the reason Fire Watch is required.

If applicable law or an AHJ prevents Transcend from providing requested services, requires a different staffing model, requires public fire department personnel, or requires credentials that are not available, Transcend may decline, modify, suspend, or terminate services without liability.

**Confidentiality
and Sensitive Site
Information**

Transcend and Client may receive confidential or sensitive information during the course of services, including site plans, access codes, emergency contacts, security procedures, incident information, system impairments, tenant information, or business information.

Each party agrees to use commercially reasonable efforts to protect confidential information and to use it only for purposes related to the services, billing, legal compliance, safety, emergency response, insurance, dispute resolution, or enforcement of these Terms.

Transcend may disclose information when reasonably necessary to emergency responders, the AHJ, law enforcement, insurers, legal counsel, collection agents, subcontractors, service partners, or as required by law.

**Records, Retention,
and Use of Information**

Transcend may retain service requests, work orders, communications, logs, reports, invoices, payment records, incident records, and related documentation for business, legal, safety, insurance, compliance, training, and dispute-resolution purposes.

Unless otherwise agreed in writing, Transcend is not required to retain Fire Watch logs, activity records, or related documentation for any specific period beyond its ordinary business practices and applicable legal requirements.

Force Majeure

Transcend shall not be liable for delay, nonperformance, staffing shortage, interruption, or inability to perform caused by events beyond its reasonable control, including severe weather, natural disasters, fire, flood, road closures, traffic

Force Majeure (cont.)	incidents, civil unrest, labor shortages, illness, utility outages, communications failures, government action, emergency conditions, acts of terrorism, war, epidemic, pandemic, supply shortages, or other events beyond Transcend's reasonable control.
Non-Solicitation of Personnel	During the term of services and for twelve months after the last date of service, Client shall not directly or indirectly solicit, hire, contract with, or engage Transcend personnel, contractors, subcontractors, or service partners who provided services to Client or were introduced to Client through Transcend, without Transcend's prior written consent. If Client violates this provision, Transcend may seek injunctive relief, damages, reimbursement of recruiting and replacement costs, and any other remedies available at law or in equity, to the maximum extent permitted by applicable law.
Communications and Electronic Acceptance	Client agrees that service requests, approvals, confirmations, modifications, notices, invoices, and other communications may be made electronically, including by web form, email, text message, electronic signature, payment portal, or other digital method. Electronic acceptance, checkbox acceptance, email approval, text-message approval, or continued acceptance of services shall have the same effect as a manual signature to the maximum extent permitted by applicable law.
Client Terms, Purchase Orders, and Conflicting Documents	Any purchase order, vendor portal terms, payment portal terms, invoice instructions, bid documents, onboarding forms, certificate requests, or other Client-provided terms are for administrative convenience only and do not modify these Terms unless expressly accepted in a written agreement signed by an authorized representative of Transcend. Transcend's performance of services, issuance of an invoice, acceptance of a purchase order, or use of a Client portal does not constitute acceptance of any additional or conflicting terms.
Assignment	Client may not assign or transfer its rights or obligations under these Terms without Transcend's prior written consent. Transcend may assign or transfer its rights or obligations in connection with a merger, acquisition, reorganization, sale of assets, change of control, or use of affiliates, contractors, subcontractors, or service partners, provided such assignment is not prohibited by applicable law.
Governing Law and Venue	Unless otherwise required by applicable law or agreed in writing, these Terms shall be governed by the laws of the State of Arizona, without regard to conflict-of-law rules. To the maximum extent permitted by applicable law, any dispute arising out of or related to these Terms or Fire Watch services shall be brought in the state or federal courts located in Maricopa County, Arizona, and Client consents to

**Governing Law and
Venue (cont.)**

personal jurisdiction and venue in those courts.

If applicable law requires a different venue, jurisdiction, or governing law, this section shall be modified only to the minimum extent required by law.

Severability

If any provision of these Terms is found invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid, unlawful, or unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving the original intent as closely as possible.

No Waiver

No failure or delay by Transcend in exercising any right, remedy, or provision under these Terms shall operate as a waiver of that right, remedy, or provision. Any waiver must be in writing and signed by an authorized representative of Transcend.

**No Third-Party
Beneficiaries**

These Terms are for the benefit of Transcend and Client only. No property owner, tenant, occupant, contractor, insurer, lender, government agency, AHJ, or other third party shall be deemed a third-party beneficiary unless expressly agreed in writing by Transcend.

Survival

All provisions that by their nature should survive completion, cancellation, termination, or expiration of services shall survive, including payment obligations, indemnification, limitation of liability, confidentiality, records, governing law, venue, dispute provisions, and any accrued rights or remedies.

**Entire Agreement;
Order of Precedence**

These Terms, together with the applicable request form, quote, proposal, work order, service confirmation, invoice, and any written agreement signed by Transcend, constitute the agreement between Transcend and Client for Fire Watch services.

If there is a conflict between these Terms and a signed written agreement between Transcend and Client, the signed written agreement controls. If there is a conflict between these Terms and a request form, quote, work order, service confirmation, invoice, purchase order, or other document, these Terms control unless the other document expressly states that it overrides a specific provision of these Terms and is signed by an authorized representative of Transcend.

Changes to Terms

Transcend may update these Terms from time to time. The version in effect at the time Client requests or receives services shall apply to those services unless otherwise agreed in writing.