



PROPOSAL

Advanced Fire Protection Services Inc.
37 Tupelo Avenue – Ft. Walton Beach, FL 32548
Ft. Walton Beach, FL 850 244-2026
Panama City, FL 850 236-0620
Tallahassee, FL 850 249-8999
www.wesavelives.com

SALES AND SERVICE

- ✓ FIRE EXTINGUISHERS AND CABINETS
- ✓ RESTAURANT SUPPRESSION SYSTEMS
- ✓ LIFESAFETY SYSTEM INSPECTIONS
- ✓ SERVICE AND NEW CONSTRUCTION
- ✓ FIRE SPRINKLER SYSTEMS
- ✓ FIRE ALARM SYSTEMS
- ✓ ALARM SYSTEM MONITORING
- ✓ SECURITY SYSTEMS
- ✓ CAMERA SYSTEMS
- ✓ FIRE/JOCKEY PUMP SYSTEMS
- ✓ NURSE CALL SYSTEMS
- ✓ CARD ACCESS SYSTEMS

FL CERTIFIED ALARM	EF0000775
FL CERTIFIED ALARM	EF20001798
FL CERTIFIED FIRE PROTECTION I	306800-0001-1998
FL CERTIFIED FIRE PROTECTION I	FPC24-000015
FL CERTIFIED FIRE PROTECTION II	FPC22-000059
FL CERTIFIED PREENGINEERED	53648200011989
FL CERTIFIED GC	CGC028802

CLIENT INFORMATION

Company: Grand Panama Beach Resort
Address: 11807 Front Beach Road
Panama City Beach, FL 32407
Contact: Lindsay Williams
Phone: (850) 585 7015
Email: lindsay.williams@fsresidential.com

PROJECT SITE INFORMATION

Project: Grand Panama Beach Resort EST3-EST4
Address: 11807 Front Beach Road
Panama City Beach, FL 32407
AFPS Rep: Michael Sudheimer
AFPS Rep Email: michaels@wesavelives.com
AFPS Rep Phone: (850) 276 2600
Date: September 29, 2025
Proposal No.: 70814

Advanced Fire Protection Services Inc. respectfully submits this proposal for services indicated. Our goal is to evaluate all the conditions involved with its preparation. If you have questions, please contact your AFPS Estimator indicated above for clarification. Thank you for considering Advanced Fire Protection Services Inc.!

WE PROPOSE to furnish the above-described services for the sum of: \$155,019.00

ONE HUNDRED FIFTY FIVE THOUSAND NINETEEN DOLLARS and ZERO CENTS

PAYMENT METHOD: 50/SOV

ACCEPTANCE:

The undersigned Client agrees to the above-described pricing, and payment terms. All attached proposal, scope of work, terms and conditions apply and are made apart hereof. Once signed this proposal becomes the contract for the work. If this Agreement is signed by a person other than the client, he or she certifies by their signature hereon that they are authorized to act as the client's owner agent and as such may enter into binding agreement(s) on behalf of the client. The Client Authorized Agent also has authority to authorize work on the project as described under the project site information.

Client Authorized Agent (Print)

Client Title

Client Signature

Date of Acceptance

Scope of Work: AFPS to provide all labor and materials to replace both tower I & II EST3 fire alarm systems with upgraded EST-4 fire alarm systems. This proposal is to replace the existing controls, add 120VAC surge protection to the system. Replacement of the in field devices are not included in the proposal, it does not assume any additional design for code compliance and is subject to the approval by the authority having jurisdiction. None of the existing devices will need to be replaced, as long as they are in good working order, all legacy Edwards devices are compatible with new EST fire alarm systems. This proposal does include up to 5 days of troubleshooting time in both towers as Tower I had 115 troubles & Tower II had 15 troubles. If any devices or wiring are found to be deficient a separate proposal will be submitted for any repairs required. IF the AHJ requires any performance upgrades to the system such as but not limited to staged evacuation, the customer will be responsible for any extra cost incurred for parts and labor for that requirement. Customer will be required to provide all monitoring information for programming purposes prior to fire marshal's final inspection. Upon completion of upgrade AFPS will schedule and preform a full function test of the fire alarm system, requiring all systems to be tested fully as required by NFPA-72.

The Edwards Fire Alarm Systems are fully backwards compatible with their peripheral devices, meaning that in the future, if the fire alarm panel needs to be replaced due to damage from acts of god, obsolescence or other reasons, the devices in the field can remain if in good working order and only the panel will be replaced, thus saving the customer time and money on replacement.

Under no circumstances shall any party other than AFPS or its authorized personnel access, modify, repair, or otherwise interfere with the internal circuitry, wiring, or electronic components of the fire alarm control panel. Any unauthorized access or modification shall constitute a breach of contract and may void any warranties or service agreements in place."

Proposal Includes:

- Equipment/devices shall be UL listed for the intended use
- All applicable permit fees and taxes

Proposal does not include:

- AC power to control panel(s), dedicated breaker not less than 20 amps (already in place)
- Engineers review, signature & seal fee if required
- CAD files from Architect/Engineer
- Installation of conduit and boxes, as needed
- Sprinkler flow & tamper switch devices
- Elevator Power Shunt Trip Breaker
- Repair or replace walls and/or ceilings
- P&P Bond
- Fire watch if required

TERMS AND CONDITIONS:

1. AFPS and Advanced Fire Protection Services, Inc. are considered to be the same binding entity.
2. Please be aware: Due to worldwide supply chain and delivery challenges beyond our control; we are currently experiencing delays in the delivery of materials and equipment from manufacturers. No timeline in materials can be guaranteed and AFPS will not be responsible for delays in the project due to receiving materials from manufacturers. Rest assured, that we will do everything in our power to meet your schedule and needs as soon as possible.
3. This Proposal is contingent upon AFPS's acceptance of payment terms and conditions at time of execution.
4. This Proposal is contingent upon AFPS's acceptance of any contracts or subcontracts that may be required by client.
5. AFPS assumes all parties are qualified, licensed, insured and bonded as required by the Owner of Record and applicable State/Local authorities having jurisdiction.
6. AFPS labor is warranted from defects for a period of one year from date of completion. Materials are warranted by the Manufacture and only under the Manufacture's conditions and terms. AFPS does not extend the warranty period of any manufacture's products. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY EXCLUDED. THE CLIENT UNDERSTANDS AND AGREES THAT AFPS MAKES NO EXPRESS WARRANTIES OTHER THAN THAT SPECIFICALLY SET FORTH IN THIS PARAGRAPH AND THAT NO REPRESENTATIVE OF AFPS HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR TO OTHERWISE VARY THE TERMS OF THIS AGREEMENT.
7. All work will be completed in a skillful manner according to Standard Practices.
8. No alterations or deviations involving extra costs will commence without a duly executed Change Order.
9. AFPS shall not be responsible for delays or increase in costs arising from strikes, fire, acts of God, accidents or other delays beyond our control.
10. If Client fails to make payment(s) as agreed upon, AFPS retains the right to stop work after sufficiently delivering a 48 hour written notice.
11. AFPS shall not be held responsible, nor payments withheld, for actions or inactions by other Tradesmen/Supplier's beyond the control of AFPS.
12. This Proposal may be withdrawn by AFPS if not accepted by both parties within 7 days of date shown on first page.
13. The Contractor shall provide (at no cost) to AFPS the Drawings in AutoCAD format for use in the preparation of layout drawings.
14. Scope of Undertaking - AFPS will perform the services herein described as "Scope of Work" or "Work". No other services are included. The amount payable to AFPS is based solely upon the value of the services performed and is unrelated to the value of the Client's property and/or property of others located in/on the premises
15. Normal Hours - Unless otherwise specified, the Scope of Work outlined in this Proposal shall be performed during normal work hours (7AM - 5PM, M-F) and does not include overtime expenses.
16. Equipment Disconnections - Client is on notice that the system(s)/device(s) involved with the services to be provided will be temporarily or permanently disconnected and no longer in service and thus, cannot detect, perform and/or report occurrences or transmit signals.
17. Product Placement - Where the location of certain parts or components of the system are discretionary, Client agrees that such placement is left to the sole discretion of AFPS.
18. Existing Systems - Where work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of the Client and are not covered by any warranties that may be applicable to the Work. Client releases AFPS from all claims regarding the existing system and any damage or injury caused by or to the existing system.
19. Indemnification- To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless AFPS and its agents, employees or subcontractors from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from services provided by AFPS, or any other services or materials which Client or a third party claim AFPS should have provided, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This indemnity agreement includes claims brought against AFPS by Client's insurance company, and includes claims against AFPS arising under contract, warranty, AFPS's own negligence or negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability whatsoever. This indemnification provision shall not apply where liability is established based upon AFPS's sole and exclusive negligence. The Parties acknowledge that the requirements of Florida Statutes, Section 725.06 are deemed fulfilled and applicable to this section.
20. No Damages for Delay- Should AFPS, without any fault or neglect on its own part, be delayed in the completion of the work by the fault or neglect of Client, then AFPS shall be entitled to a reasonable extension of time. Should AFPS, without any fault or neglect on its own part, be delayed in the completion of the work by an act of God or any such other cause beyond the control of Client and AFPS, then AFPS shall be entitled to a reasonable extension of time to be determined in accordance with this agreement. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED BY AFPS AGAINST CLIENT OR CLIENT AGAINST AFPS BY REASON OF ANY DELAYS ENCOUNTERED BY AFPS AT THE PROJECT, EXCEPT TO THE EXTENT THAT CLIENT SHALL RECEIVE SUCH COMPENSATION OR DAMAGES FROM ANOTHER THIRD PARTY.
21. Limitation of Liability - Liquidated Damages - The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from a failure on the part of AFPS to perform any of its obligations hereunder. The Client does not desire that this agreement provide for full liability of AFPS and agrees that AFPS shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, concerning any services/obligations rendered under this agreement by AFPS. Accordingly, if AFPS is found liable to Client for loss or damage to property resulting from its obligations under this agreement, AFPS's liability shall be limited to the lesser of a sum equal to one-half of the Agreement price or \$1,000 as liquidated damages and not as a penalty. Where multiple sites are covered by this agreement, liability will be limited to the amount allocable to the site where the incident occurred, subject to the preceding sentence. As a condition precedent to any claim or lawsuit against AFPS, all outstanding invoices must have been paid in full when due, without compromise on amounts owed. In no event will AFPS be liable to Client for incidental or consequential damages of any kind.
22. Waiver of Subrogation - AFPS is not an insurer against loss or damage. Sufficient insurance shall be obtained by Client to cover the premises (and the property therein) where the work will be performed. Client agrees to rely exclusively on Client's insurance to recover for injuries or damage in the event of any loss, damage or injury to the premises or property therein. Client, for itself and all others claiming by or through it under this Agreement, releases, and discharges AFPS from and against all damages covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against AFPS.
23. Insurance- Client shall provide and maintain insurance without deductible to protect the Project and the Work and the facility where the Work is



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performed from all perils of any kind, including but not limited to, fire and water damage. Client shall name AFPS, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds under Client general liability policy and/or any other policy applicable to the work and the facility where the work is performed.

24. Actions by Others- In no event shall AFPS be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes or movements of the Work or any of its component parts by the Client or third party.
25. **Miscellaneous.**
- i. Time is of the essence of this Agreement. Where necessary to effectuate the intent of the parties, the terms of this Agreement shall survive completion of the Work.
 - ii. All matters relating to the validity, performance, or interpretation of this Agreement shall be governed by the substantive laws of the State of Florida. The sole and exclusive venue and jurisdiction for any such dispute arising or relating out of the Agreement shall be a court of competent jurisdiction in Okaloosa County, Florida.
 - iii. In the event of any action, litigation or proceeding of any type regarding or relating to performance of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees at all trial and appellate levels. This Agreement and its Contract Documents embodies the entire agreement of the Parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. **In the event of any conflict between the Contract Documents and this Agreement, the terms of this Agreement shall control.**
 - iv. This Agreement may not be changed, modified or altered in any way, except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Agreement may be waived except in writing signed by a duly authorized officer of the waiving party.
 - v. Where the context requires, neutral terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.
 - vi. The Parties mutually agree not to discriminate against any person or persons because of race, creed, color, gender, etc., under Federal and State Discrimination Laws.
 - vii. The Parties mutually agree to cooperate with one another in scheduling and performing his work to avoid conflict or interference with the work of other trades.
 - viii. The terms and conditions set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of AFPS, whether direct or indirect, AFPS's employees, agents, officers and directors
 - ix. In connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to recover from the other party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any trial, bankruptcy and appellate proceedings.
 - x. All references to "days" in this Agreement shall refer to business days unless otherwise specified.
 - xi. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
 - xii. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
 - xiii. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument. A facsimile or electronic signature shall have the same force and effect as an original signature of the Parties.
26. Notices- Any notice required or given pursuant to or in relation to the agreement shall be certified or registered mail, postage prepaid, return receipt requested, hand deliver, facsimile transmission or email prior to 5:00 pm on the date of transmission CST, or via overnight express courier service, as indicated in above referenced client and AFPS sections. Any party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this section.