



**From** | **Century Fire Protection (713)**  
 4325 Lafayette Street,  
 Suite A  
 Marianna FL 32446  
 (850) 482-7366

**Quote No.** | **2080051**  
 Type | Inspection  
 Prepared By | John Byrum  
 Created On | 09/24/2025  
 Valid Until | 11/30/2025

**Quote For** | **Grand Panama**  
 Grand Panama Tower #1  
 11800 Front Beach Road  
 Panama City Beach FL  
 32407

### Description of Work

Century Fire Protection is thankful for the opportunity to earn your business, and pleased to submit a service and inspection agreement.

### Scope of Work:

**Preform the following inspection(s):**

- Annual Sprinkler System Annual Inspection (Includes Head Inspection walk-through)
- Annual Fire Alarm System Inspection Including (Includes Full Audio Visual Testing and Walkthrough.)
- Quarterly Fire Sprinkler System Inspections (3)
- Annual Fire Pump Inspection
- Annual Portable Fire Extinguisher Inspection (85)
- Annual Backflow inspection (3)
- Annual Fire hydrant annual flow (4)

While on site, Century Fire Protection will repair minor deficiencies up to \$50 if it will make the system compliant and bill at an additional rate. This is contingent upon having the parts available.

Hourly Rate for Single Tech is \$165/hr or Two-Man Team is \$225/hr during normal hours of operation and first available scheduling with a 1 hour minimum.

Same Day/Emergency Service is \$225/hr with a 2 hour Minimum.

After Hours/Weekend Emergency Service is \$225/hr with a 4 hour minimum.

All service fees are subject to a Trip Charge appropriate to location of service..

All additional parts and material will be billed accordingly in addition to the minimum charges.

All scoped inspection services will be billed as they are performed.

"Swapped" Extinguishers: All extinguishers due for 6 year maintenance and 12 year hydro will be exchanged for a like unit and the existing unit will be retained by Century Fire Protection.

Refusal or Rescheduling of Service once on site or with less than 24 hours notice for scheduled service will result in Trip and Service Charges appropriately based on location and man power that was made available.

Pricing is designed to perform multiple inspection services during the same visit. In the event that we are not allowed access in order to perform the scheduled inspections accordingly additional charges will apply.

## Services to be completed

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
NFSI	Annual Fire Sprinkler Inspection	1	\$2,680.00	\$2,680.00
NFSQFSI	Quarterly Fire Sprinkler Inspection	3	\$1,600.00	\$4,800.00
NF-P-AI	Annual Fire Pump Flow Test	1	\$295.00	\$295.00
NFBI	Annual Backflow Prevention Device Inspection	1	\$270.00	\$270.00
NFHT	Annual Fire Hydrant Flow Test	1	\$100.00	\$100.00
NFEI	Annual Fire Extinguisher Inspection	1	\$815.00	\$815.00
NFAI	Annual Fire Alarm Inspection	1	\$2,680.00	\$2,680.00
			<b>GRAND TOTAL</b>	<b>\$11,640.00</b>

## Terms and Conditions

### Terms:

This agreement made between Century Fire Protection herein called "Company" and Customer whose billing address is referenced above, herein called "Subscriber". Subscriber owns and/or occupies and or manages the facility (s) listed above wherein Century Fire Protection will provide inspections and/or service to the fire protection systems and equipment as described in this agreement.

The term of this agreement shall be continuous commencing on the date of this Agreement as set forth above, covering the period starting on the date of approval and until terminated by Thirty (30) days written notice by either party to the other after this contract has been in effect for a minimum of three (3) years.

1. Company shall visually inspect said systems and shall promptly report to Subscriber all needed items of maintenance, repairs, and replacements which in the judgment of the Company may be necessary and reasonable to ensure the highest degree of protection up to, but not including an Engineering Review for compliance with any current or past standards for the building hazard as it may exist.
2. The contracted inspections shall be preformed in accordance to currently adopted NFPA Standards and state and local law. Every type of inspection mentioned or required by NFPA standards or state law may not be preformed. Only the inspections mentioned in the scope will be preformed.
3. All Deficiencies will be reported to the local authority having jurisdiction herein know as "AHJ". It is the responsibility of the Subscriber to notify the Company of all AHJs over the property and their contact information e.g. insurance companies, fire marshals, or other state agencies.
4. Company will send one technician to perform an inspection. Assistance from one of the Subscribers staff may be required to perform non-technical duties such as silencing and acknowledging alarms as they are received at the fire alarm panel. For an added charge and at the Subscribers request, Company can provide additional technicians. Unless otherwise specified, testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the test and does not exceed heights obtainable with a 6 foot ladder. If a return trip is required due to access problems it will be billed at our normal prevailing rates.

#### Exclusions:

- A. Valve pit or equipment on City / County right of way
- B. Public Fire Hydrants
- C. Confined Space requirements as defined by OSHA
- D. Above ceiling and concealed space areas

5. Any additional systems, devices, or assemblies relative to this Agreement added to the above premises after the date of contract acceptance shall be inspected by Company. Subscriber shall pay an additional price commensurate with the usual charges made by the Company for inspecting such additional systems at a price agreed upon by both Company and Subscriber.

## Owners Responsibility:

1. The responsibility for properly maintaining systems, devices, or assemblies shall be that of the Owner of the property. By means of periodic inspections, testing and maintenance, the equipment shall be in good operating condition and any defects or impairments shall be revealed. The Owner, Manager, or Occupant shall promptly correct or repair deficiencies, damaged parts, or impairments found while performing the inspection & testing of the system. Corrections and repairs shall be performed by qualified personnel or a qualified contractor.
2. This agreement is limited to inspection, testing and services at the time of the visit only and does not eliminate the Owners responsibility for maintaining the system(s), such as, CHECKING AND DRAINING LOW POINTS, MAINTAINING ADEQUATE HEAT, PROPER LEVELS OF LUBRICANT, ETC. or include maintenance alterations, repairs or replacement of faulty system components.
3. Company shall be admitted into all areas of said premises for the purpose of providing these services. Appropriate notice will be given. Should a return trip be necessary due to areas of the premises not being accessible, subscriber will be charged at prevailing hourly rate.
4. Have system drawing(s) [if available] on site to assist the inspector to identify equipment components so that they can be properly located. Owner is responsible for identifying equipment locations.

## **TERMS AND CONDITIONS**

### **CANCELLATION**

CFPs Proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with CFPs written consent and upon terms which reimburse CFP for any costs incurred including overhead and profit not to exceed face value of the agreement.

### **PRICES**

In addition to the prices specified herein, Subscriber shall pay for all extra work requested by Subscriber or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Subscriber with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Subscribers existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in CFPs engineering records. In the event of layout of Subscribers facilities has been altered, or is altered prior to completion of this contract, Subscriber shall advise CFP of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by CFP as may be required because of such alterations. Unless prices are stated by CFP in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be CFPs prices in effect at that time.

### **PAYMENT**

Subscriber agrees that payment to CFP shall not be contingent upon settlement of any insurance claim of Subscriber. Final payment shall be in all cases due to payment within (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Subscriber under this contract, and at a rate of 18% per annum, or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Subscriber shall pay any reasonable attorney fees incurred in the collection of past due accounts.

### **DELAYS / FORCE MAJEURE**

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by CFP. CFP shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Subscriber, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of CFPs subcontractors, failure of or delay in furnishing correct or complete information be Subscriber with respect to location, timing, or other details of work to be performed hereunder, impossibility or impracticality or performance of any other causes beyond the control of the CFP, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

### **EXCAVATION**

When the CFP does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Subscriber shall pay for as extra to the contract price and additional work involved at CFPs price for such work then in effect.

### **SITE FACILITIES**

Subscriber shall furnish access to all necessary facilities for performance of its work by CFP, adequate space for storage and handling of material, Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to areas where peripheral devices may be located. If keys are

not available, Subscriber agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Subscriber agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Subscriber acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Subscriber recognizes that those reports may result in requirement by the fire authorities that changes be made in Subscribers premises. Where the wet pipe system is installed, the Subscriber assumes full responsibility for indicating where all dry system(s) low point drains to the CFPs service personnel during the course of the CFPs work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

### **STRUCTURE AND SITE CONDITIONS**

While employees of CFP will exercise reasonable care in this respect, CFP shall be under no responsibility for loss or damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Subscriber unless otherwise specified. Subscriber warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Subscriber shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Subscriber shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection the Subscriber shall reimburse CFP for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to CFP during performance in accord with schedules which are the basis of CFPs proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

### **LIMITATIONS OF LIABILITY**

CFP shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by CFPs active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Subscriber shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, CFPs liability on any claim for loss or liability arising out of or connected with this contract or any obligation resulting thereof or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled Warranty and shall in no event exceed the amount paid by the Subscriber for the applicable product or service hereunder. Unless specifically included in the work order, CFP shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

### **WARRANTY**

CFP agrees that for a period of ninety (90) days after completion of work performed hereunder, it will, at its expense, repair or replace and defective materials or workmanship supplied or performed by CFP. As used herein, the term defective means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the CFP does not warrant the operation of the system or that work or equipment provided by the CFP will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. CFP warrants the products of other manufacturers supplied hereunder only to the extent of the warranty of the respective manufacturer can be passed to the Subscriber. CFPs warranty expressly excludes, without limitation, coverage for any damages, defects, or other conditions associated with or caused by Microbiologically Induced Corrosion (MIC), water or flooding, Mold, defects, misuse, or recall of products or components manufactured by third parties, inadequate water supply, defects in installation by third parties, any sheet rock repair or painting of pipe and CFP shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. For purposes of these Terms and Conditions, MIC includes any electromechanical corrosion process that is concentrated and accelerated by the activity of specific bacteria within a fire sprinkler system, resulting in the premature failure of metallic system components. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CFP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **IDEMNITY**

CFP shall not be liable for claims, losses, or damages arising from any act or omission of Subscriber, including without limitation, Subscribers failure to activate or authorize the operation of any portion of the system or Subscribers modifications, alterations, or adjustments to any of the equipment or systems. Subscriber agrees to indemnify, defend, and hold harmless CFP from and against any and all liability, claims, losses, costs, including reasonable attorneys fees, incurred in connection with any third party claim arising from or related to (i) CFPs provision of products or services hereunder; or (ii) and acts or omissions of Subscriber. CFP reserves the right to select counsel to represent in such action.

### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by CFP. For any such changed approved by CFP in this manner, which will increase or decrease the cost and expense of work to CFP, there shall be a

corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and CFP elects to continue performance so as to avoid delay, the estimate of CFPs estimating department as to the value of the work shall be deemed acceptable by the Subscriber.

#### **SPRINKLER TESTING**

The CFP will only test new work under high pressure and high pressure tests required on the existing sprinkler system(s) will be done as extra to the contract price. All work required to make the existing sprinkler system(s) tight or to rearrange sprinkler lines to ensure proper drainage of such system(s) including any necessary removal of built up scale, Foreign materials, or wet sediment for dry system(s) piping is the responsibility of the Subscriber, and will be done as extra to the contract price. The Subscriber assumes full responsibility for the condition of the existing sprinkler system(s) for water or other damage resulting directly or indirectly from such condition of the application or test or flushing pressures, and for any damage, defects or other conditions associated with or caused by MIC.

#### **ARBITRATION**

Any Controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any Arbitration proceedings shall be held in Atlanta, Georgia.

#### **OVERTIME**

Unless otherwise specified by Subscriber, all installation work will be performed during normal business hours. If Subscriber shall require any overtime labor, Subscriber agrees to reimburse CFP for the overtime premium on the same. If overtime labor is required on an emergency basis, Subscriber agrees to reimburse CFP for the same.

#### **INCIDENTAL LOSSES**

All loss or damage from any cause (not the fault of the CFP) to the materials, tools, equipment, work or workmen of the CFP or its agents or subcontractors while in or about the premises of the Subscriber shall be borne and paid for by the Subscriber.

#### **DEFAULT**

In case of any default by the Subscriber, CFP may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed). All such remedies of CFP are cumulative and not exclusive. Default by Subscriber shall consist of: Failure to pay an installment of price when due, no demand being necessary, or any act or omission on the part of Subscriber whereby CFP is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Subscriber or in case the Subscribers premises or sprinkler system shall be attached, liened, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten (10) days after its occurrence.

#### **OSHA AND ASBESTOS**

Subscriber agrees to indemnify and hold harmless the CFP from and against any claims, demands or damages, including reasonable attorneys fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the CFPs employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost necessary to protect such individuals, including but not limited to all cost for Qualified Laboratory Sample Test of any work area for asbestos exposure concentrations, shall be paid by Subscriber and Subscriber agrees to indemnify CFP against all claims, demands, injury or damage arising from such exposure.

#### **GOVERNING LAW**

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

#### **ENTIRE AGREEMENT**

This contract, together with any Service Agreement between CFP and Subscriber, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements. This Agreement may not be amended or modified, except by a further written agreement signed by an authorized representative of CFP. In the event of a conflict between any provision of this contract and any Service Agreement between the CFP and Subscriber, this contract shall govern.

#### **ASSIGNMENT**

Subscriber shall not assign the Agreement, or any rights or obligations herein, without the prior written consent of CFP. CFP shall have the right to assign all or any part of this Agreement to another at any time and without the consent of the Subscriber.

#### **SEVERABILITY**

Any provision of this Agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this Agreement.

Approved by Lindsay Williams on 10/24/2025 02:32pm from IP address 142.190.91.82