



**Grand Panama Beach Resort Owners Association, Inc.
11800 Front Beach Road, Panama City Beach, FL 32407**

Notice of: Board of Directors Meeting

Date: Thursday, March 10, 2022
Time: 4:00 PM CST
Location: Grand Panama Tower 2 Board Room
11800 Front Beach Road
Panama City Beach, FL 32407

Zoom Information: <https://us06web.zoom.us/j/89103746768?pwd=OWRwNzIvVdVZmNktyRytCMTJ2VDhhdz09>
Meeting ID: 891 0374 6768
Passcode: 672575
Phone: 1-312-626-6799

Agenda

1. Call to Order and Determine Quorum
2. Proof of Notice
3. Approval of Meeting Agenda
4. Approval of Minutes - December 20, 2021 Board of Directors Meeting Minutes
5. Approval of Minutes – December 27, 2021 Board of Directors Meeting Minutes
6. Management Report
7. Old Business
 - a. Hiller Fire Tower 2 – Ground Floor Repair
 - b. Matrix Gym Equipment
 - c. Flow Innovations – Domestic Water Pump Repair
8. New Business
 - a. Car Boots
 - b. Appoint Fine Committee Member
 - c. Electric Car Charging Stations
 - d. Crosswalk Lighting
 - e. Insurance Update
 - f. Condominium Declaration
9. Adjournment

**GRAND PANAMA BEACH RESORT OWNER'S ASSOCIATION, INC. BOARD OF DIRECTOR'S MEETING
MONDAY, DECEMBER 20TH, 2021 @ 5:00PM CT MINUTES**

CALL TO ORDER:

The meeting was called to order at 5:01PM CT

ESTABLISH A QUORUM:

Board Members Present in Person:

Glenn Holliday, Treasurer

Nancy Stovall, Secretary

Board Members Present on Zoom:

Frank Booke, President

Woody Junot, Director

Pete Morreale, Director

Jarod Triplett, Director

6 of 7 Board Members Present, Quorum establish.

Board Members Not Present:

Dean O'Reilly, Director

Property Management Present:

Lee Waller, CAM

Property Management Present on Zoom:

Amy Ludlam, Accounting

CERTIFY MEETING WAS PROPERLY NOTICED:

Today's Board meeting was properly noticed per FL Statute 718 and Bylaws.

READING AND DISPOSING OF MEETING MINUTES:

Mrs. Stovall made the motion to approve the meeting minutes as written and distributed to the Board of Directors before this meeting for the Board of Director's Meeting held on December 2nd, 2021.

Mr. Holliday seconded the motion, the motion passed unanimously.

NEW BUSINESS:

Budget Ratification

Mr. Holliday read the questions submitted to the Board regarding the proposed 2022 budget along with the answer given to the owner. Mr. Booke solicited comments from the board members. Although dues are increasing in other condominiums on the beach, some of the owners shared their concerns.

Mr. Holliday made the motion to ratify the proposed 2022 budget.

Mr. Triplett second the motion, the motion passed unanimously.

Property Management Contract:

Mr. Booke shared that the RC Property Management Contract was expiring December 31, 2021 and a new contract proposal was received from RC. Understanding our increases in 2022, RC proposed no increase for 2022 with the option to increase fees up to 5% in the following two years. The Association has been extremely pleased with the performance of RC.

Mrs. Stovall made the motion to approve the new RC Property Management Contract.

Mr. Holliday second the motion, the motion passed unanimously.

Mr. Waller shared that he has accepted another position effective December 31, 2021. He shared that the very capable staff will continue to provide the Association with the expected support.

ADJOURNMENT: Mr. Holliday made a motion to adjourn the meeting. Mrs. Stovall seconded the motion. Motion pass unanimously.

Meeting adjourned at 6:19 PM CT

Respectively Submitted,

**GRAND PANAMA BEACH RESORT OWNER'S ASSOCIATION, INC. BOARD OF DIRECTOR'S MEETING
MONDAY, DECEMBER 27TH, 2021 @ 5:00PM CT MINUTES**

CALL TO ORDER:

The meeting was called to order at 4:59PM CT

ESTABLISH A QUORUM:

Board Members Present on Zoom:

Frank Boone, President
Glenn Holliday, Treasurer
Woody Junot, Director
Pete Morreale, Director
Dean O'Reilly, Director
Nancy Stovall, Secretary
Jarod Triplett, Director

7 of 7 Board Members Present, Quorum establish.

Property Management Present on Zoom:

Lee Waller, CAM

CERTIFY MEETING WAS PROPERLY NOTICED:

Today's Board meeting was properly noticed per FL Statute 718 and Bylaws.

NEW BUSINESS:

Discussion of Insurance Settlement

Mr. Boone shared information regarding the upcoming mediation scheduled for January 4, 2022 regarding the Grand Panama Beach Resort claim for Hurricane Michael damages. Based on information prepared by the public adjuster Alteri and Attorney Gina Clausen Lozier, the total estimated damages are between \$7-9 million. Grand Panama has received approximately \$1M over the \$1.2M deductible. Based on experience, Ms. Lozier shared history shows the claims are generally settled around 25% of the estimated damages when they go to mediation. The \$1M received is currently in a separate bank account and the Association has been advised not to proceed with repairs until the case is settled.

The purpose of the discussion was to authorize Mr. Boone and Ms. Lozier to accept a minimum settlement amount during the mediation. Mr. Triplett asked if we had an estimate for the cost of repairing the leaks. Mr. Waller stated it was approximately \$2M to repair the known leaks, seal and paint both Tower 1 and Tower 2. He also explained that there may be additional unknown leaks but will not know until authority has been given to proceed.

Mr. Holliday stated it was important to settle as quickly as possible as owners continue to experience damage from the leaks and would prefer not to wait another year.

Mrs. Stovall made the motion to authorize Mr. Boone and Ms. Lozier to accept a minimum of \$1M after attorney fees which would result in a total settlement of approximately \$3.2 million (\$1.2M for deductible, \$1M already received and \$1M during mediation).

Mr. Holliday seconded the motion.

A roll call vote was taken.

Mr. Boone - Abstained

Mr. Holliday - Yes

Mr. Junot - Yes

Mr. Morreale - Yes

Mr. O'Reilly - Yes

Mrs. Stovall - Yes

Mr. Triplett - Yes

Motion passed.

ADJOURNMENT: Mr. Holliday made a motion to adjourn the meeting. Mrs. Stovall seconded the motion. Motion pass unanimously.
Meeting adjourned at 5:11 PM CT

Respectively Submitted,

Meeting Minutes were approved by a _____ vote on the _____ day of _____, 2021



RC Association Management

MANAGEMENT REPORT

**GRAND PANAMA BEACH RESORT
OWNERS ASSOCIATION**

MANAGEMENT REPORT

JASON BENNETT, CMCA, AMS

MARCH 10, 2022

<u>DISTRIBUTION</u>	<u>TITLE</u>	<u>METHOD</u>
<u>Frank Booke</u>	<u>President</u>	<u>E</u>
<u>Nancy Stovall</u>	<u>Secretary</u>	<u>E</u>
<u>Glenn Holliday</u>	<u>Treasurer</u>	<u>E</u>
<u>Woody Junot</u>	<u>Director</u>	<u>E</u>
<u>JPorter Share</u>	<u>Director</u>	<u>E</u>
<u>Pete Morreale</u>	<u>Director</u>	<u>E</u>
<u>Jarod Tripplett</u>	<u>Director</u>	<u>E</u>
<u>Sherry Hill</u>	<u>Regional Director</u>	<u>E</u>

Method of distribution: Fax (F), E-mail (E), Mail (M), Hand Delivered (H)

I. ADMINISTRATION:

➤ Correspondence received and/or mailed:

- Mass emailed owners regarding weekly pest control spraying.
- Mass emailed owners regarding Pool Area closure (1.14.22)
- Mass emailed owners regarding weekly pest control schedule. (1.21.22)
- Mass emailed owners regarding Tower 2 light outage floors 4-15 (1.26.22)
- Mass emailed owners regarding dedicated Maintenance phone number (1.27.22)
- Mass emailed owners regarding Annual Meeting 2nd Notice Information (1.27.22)
- Mass emailed owners regarding Unit Access Audit (1.27.22)
- Mass emailed owners regarding Voting Certificates (1.28.22)
- Mass emailed owners regarding Tower 2 water outage reminder (1.29.22)
- Mass emailed owners regarding Message from the Board President (1.31.22)
- Mass emailed owners regarding Message from the Board President recording (1.31.22)
- Mass emailed owners regarding Balcony Inspections (2.3.22)
- Mass emailed owners regarding Message from Board President (2.4.22)
- Mass emailed owners regarding 2nd Notice for Annual Owners Meeting (2.8.22)
- Mass emailed owners regarding Anonymous Letter to Board of Directors (2.8.22)
- Mass emailed owners regarding Owners Who Rent Their Condo (2.11.22)
- Mass emailed owners regarding Tower 1 Balcony Inspections (2.18.22)
- Mass emailed owners regarding 2022-2023 Board of Directors Election Results (2.19.22)
- Mass emailed owners regarding Annual Owners Meeting and Election Information (2.24.22)
- Mass emailed owners regarding Tower 2 Balcony Inspections (2.28.22)
- Mass emailed owners regarding Tower 2 Balcony Inspection Update (3.2.22)
- Mass emailed owners regarding Tower 1 – Floors 11 & 12 Internet Outage (3.2.22)
- Mass emailed owners regarding Balcony Railing Repairs (3.3.22)
- Mass emailed owners regarding Storage Lockers (3.4.22)
- Mass emailed owners regarding Tower 2 Balcony Inspection Update (3.7.22)
- Mass emailed owners regarding Board of Directors Meeting Notice (3.10.22)
- Mass emailed owners regarding Tower 1 Notice – Palm Tree Removal (3.8.22)

II. PROJECT UPDATE AND STATUS:

➤ Administrative Projects:

Prepare invoices for payment and approved invoices during the month.

Approved time for team members.

Purchased new Security phone.

Utilizing Parking Coordinators to help with additional items per CAM direction.

Purchased new Maintenance On-Call Phone and established service.

Organization of Association records and Office.

Ordered and received 40,000 Grand Panama Armbands.

Researched and working on development of new guest registration system.

New fitness equipment ordered from Commercial Fitness Products (estimated delivery 2-3 weeks).

Organize, prepare 2nd Notice for Annual Meeting and attend Meeting.

Updated new owner welcome packets and initiated new protocol to schedule a meeting with all new owners to discuss Grand Panama COA.

Persistent work on gaining unit access for emergency and routine maintenance on behalf of the Association.

Coordinate and work with Anthony DuBose from Coastal Community Insurance in regard to sewer back-up claim.

Coordination of Balcony Inspections for developing scope of work for balcony repairs within the Hurricane Insurance Claim.

Ordered entry way doors from Assa Abloy Entrance Systems US, Inc. Doors are currently under fabrication and we are awaiting delivery date. Estimated deliver date is July 2022.

2-208 Bedroom window glass ordered from Area Glass. Estimated 6-10 weeks' delivery then schedule install with owner.

Ordered various property signs as well as new pool signs that were required by the Department of Health.

Ordered new violation books for security.

Received information from Watchfire and now have my computer set up with Watchfire software.

Addressed Tower 2 fire suppression system repairs with Hiller Fire and organized repair.

Addressed Tower 2 domestic water pump replacement and repairs.

Addressed Tower 2 floor 1 & 2 HVAC Condensers hanging within P5 parking garage. Worked with Association Attorney in regard to a Hold Harmless Agreement and communicated HVAC Condenser issues with owners via email.

Coordinating with HydroScout to smoke test Tower 1 Stacks 8 & 9. Deposit has been received and we a scheduling to where plenty of notice can be given to owners and their guests.

Address rodent issue with Florida Pest Control and installed bait boxes surrounding both Tower 1 and 2. The rodent issue has significantly improved.

Maintenance has also applied (2) two rodent glue traps per unit throughout Tower 1 & 2. Complaints have significantly decreased and no reports of rodents have been reported lately from owners to Management or maintenance.

III. New Owners (2022):

UNIT	OWNER	PURCHASE DATE
2-1206	Anderson, Glenn & Olga	1.14.22
2-606	Andes, David	1.19.22
	Weiner, Ida & Wes	
	Farrar, Stephen & Margaret	
	Andes, Jerry	
	Miabear Properties, LLC	
	Virgin, Brett	
	Levinson, Peter & Helene	
	Colten, Steven & Robin	
	Malina, Whitney	
	Rickenbacker, Sarah & Scott	
	Levinson, David	
	Lebowitz, David	
	Jackson, Emma	
	Mezza, LLC	
1-307	Wright, Michael & Jennifer	1.19.22
1-1202	KC Beach Condos, LLC	1.24.22
2-1003	Solek, Kenneth & Phoebe	1.28.22
1-601	Fields, Roger	1.28.22
	Thomas, Mehgan	
1-504	Deitch, Jeremy & Molly	2.10.22

2-1203	Penmetsa, Ravindra & Sujani	2.10.22
2-107	Toth, Austin & Kerri	2.18.22
2-807	Tupelo PCB S Corporation	3.3.22

IV: MAINTENANCE PROJECTS AND UPDATES:

1. Paint light bollards Tower 1 completed.
2. Paint Tower 2 14th floor doors completed.
3. Tower 1 elevator lobby door closure installed.
4. Tower 2 pool concrete border installed around flower bed.
5. New clock installed for Tower 2 pool deck.
6. Waterproofed and painted (3) three walls in the Penthouse parking area due to ground water intrusion.
7. Repaired electrical conduit for the old gate system at the stand alone garage.
8. Repaired hydraulic door for the trash chute at Tower 1 – 8th floor.
9. Repaired storage closet door at Tower 1.
10. Replaced spider gaskets for the pool sand filters for both towers.
11. Tower 1 Pool Heater Project is underway and various activities such as building x-ray, palm tree removal, etc., have taken place in preparation for new heater.
12. Tower 1 Dog area improvement completed. Brick walkway installed by maintenance using existing bricks and re-sodded the area.
13. Installed solar power lights at the dog stations to help with visibility, safety and security.
14. Tower 1 Pool Heater installation is still on schedule to be installed late April into early May.
15. Installation of new umbrellas for Tower 1 pool area.
16. Re-installed mirror on parking garage that was blown down after an afternoon storm.
17. Tower 1 irrigation pump filter replaced and re-plumbed.
18. Maintenance has re-painted several trash can receptacles throughout the property.
19. Tower 2 pavement striping between the lobby and commercial units have been repainted.
20. Hiller will begin repairs to Tower 2 ground floor fire suppression piping on Monday, March 14, 2022. Until finished, we remain of Fire Watch for the ground floor which is provided and documented by Security.

21. Additional Dog Station has been installed on the west side of the standalone parking garage.
22. Tower 1 Door Closure repair 1st floor west stairwell door.
23. Repair to Tower 2 Board Room door closure.
24. (17) Seventeen dryer louvers replaced between towers 1 & 2.
25. Maintenance shop reorganized to accommodate event center tables and chairs.

Sincerely,

Jason Bennett, AMS, CMCA
Association Manager
Grand Panama Beach Resort





From Hiller Fire Protection
60 Bulldog Rd
Freeport FL 32439
(850) 659-7555
hillerfire.com
EXT: FED20-000015; SYS:
FED20-000021; AL:
EF0000606
Cont II: FPC16-000131; Cont
III: FPC12-000125

Quote No. 2017255
Type Construction
Prepared By Kyle Flowers
Created On 01/18/2022
Valid Until 02/02/2022

Quote For GRAND PANAMA BEACH
RESORT
GRAND PANAMA TOWER
2
11800 FRONT BEACH
ROAD
PANAMA CITY BEACH FL
32407
850-249-3521

Description of Work

Inclusions:

HILLER TO REPLACE FIRE SPRINKLER DRY PIPE ON GROUND FLOOR LEVEL & RAMP TO PIPE END POINT
HILLER WILL SUPPLY THE FIRE SPRINKLER PERMIT FOR THIS FIRE SPRINKLER REPLACEMENT.
HILLER WILL START OUR INSTALLATION AT THE DRY SYSTEM GROUND LEVEL (DRY VALVE TO BE REUSED).
MAIN PIPE & BRANCH LINES IN GROUND LEVEL GARAGE WILL BE CHANGED
INSIDE BRANCH LINES WILL BE REUSED IN MAINTENANCE, TRASH, & STORAGE AREAS
CUSTOMER WILL BE RESPONSIBLE FOR BLOCKING OFF WORK AREA FROM VEHICLES
CUSTOMER WILL BE RESPONSIBLE FOR CLEARING OUT WORK AREA IN MAINTENANCE SHOP
HILLER IS NOT RESPONSIBLE FOR WATER DROPPED ON ANY ITEMS IN STORAGE AREA
PIPE WILL ONLY BE CHANGED THROUGH PENETRATIONS IN WALL WITH ACCESS ON THE OTHER SIDE OF DOOR & END AT FIRST JOINT.
ALL OTHER PIPE WITHOUT CEILING ACCESS ON OTHER SIDE OF WALL WILL BE JOINED WITHIN 1FT OF WALL OR FIRST JOINT.
ALL NEW REPLACEMENT PIPING WILL BE GALVANIZED PIPE AND FITTINGS. HILLER WILL NOT PAINT ANY PIPING.
ALL NEW HANGERS WILL BE STAINLESS STEEL.
ALL SPRINKLER HEADS WILL BE VIKING NICKEL TEFLON
HILLER WILL REQUIRE THAT THE PARKING GARAGE BE CLEAR OF ALL VEHICLES DURING THE DEMOLITION AND INSTALLATION OF THE NEW SYSTEM.
HILLER WILL PERFORM RAMP SECTION AFTER HOURS IN THE MORNING OVER 3 DAYS TO REDUCE TRAFFIC DISRUPTION
CUSTOMER WILL BE RESPONSIBLE FOR SECURITY DURING AFTER HOURS SERVICE.
HILLER HAS EXCLUDED ANY UPGRADES OR ANY NEW FIRE SPRINKLER PROTECTION. THIS IS TO BE A STRAIGHT REPLACEMENT OF EXISTING RUSTED PIPING FOR NEW GALVANIZED PIPING.
CUSTOMER MUST PROVIDE STAGING AREA FOR PIPE DURING PROJECT
HILLER HAS INCLUDED ONE (1) ACCEPTANCE TESTING WITH THE AHJ. ANY ADDITIONAL ACCEPTANCE TESTING WILL INCUR ADDITIONAL COSTS.

Pricing based on repairs being performed during normal business hours unless noted as otherwise.

Net 30 days on invoices for services rendered.

NOTE: Due to recent market volatility, supply chain interruptions, equipment and material shortages, this price is valid for 14 days and may be repriced after this period should market conditions change and/or costs escalate due to price increases and/or surcharges from suppliers. If a part is on backorder and supplier escalates cost for these items, Hiller will requote the affected items to reflect changes. All material is quoted less shipping charges. Shipping Charges will be added at time of billing and are also subject to the above terms and are subject to change based on market instability.

NOTE:

STANDBY TIME: Should our technician be detained due to the effects of other trades and/or customer; this proposal will be subject to additional billing hours of \$125.00 per hour. These hours will be added to your final invoicing.

CANCELLATION POLICY: Should customer cancel appt 48hrs or less before confirmed appointment, Hiller reserves the right to charge customer 2 hrs. of labor per tech for cancellation, plus a service charge. These hours will be billed at time of cancellation.

NO SHOW POLICY: Should customer fail to show for a confirmed appointment, Hiller reserves the right to charge the customer 2 hrs. of labor per tech, plus a service charge. These hours will be billed at time of cancellation.

If the above repairs require plans & permits a lead time of approximately 4 to 5 weeks to be expected before project can be started, this may vary from city to city.

- **DUE TO PRICING INSTABILITY IN THE MARKET PLACE, ANY ADDITIONAL CHARGES INCURRED FROM VENDORS SUCH AS SURCHARGES WILL BE ADDED TO THE ORIGINAL QUOTED PRICE AT TIME OF BILLING. VENDOR INCREASE NOTIFICATION WILL BE PROVIDED.**
- **DUE TO INSTABILITY OF SHIPPING CHARGES IN THE MARKET PLACE, ALL MATERIAL IS QUOTED LESS SHIPPING CHARGES. SHIPPING CHARGES WILL BE ADDED AT TIME OF BILLING.**

Exclusions

This proposal does not cover plans, permits and/or city fees, engineering, bonds, freight, shipping, OCIPs, patching, paint, fire stopping, fire watch, panel programming, re-acceptance testing, additional repair material, specialty equipment (lifts, etc.) required to access system components, equipment and/or labor that is not specified in this proposal, billing programs, special reporting systems, and/or any additional insurance beyond our standard coverage.

Pricing ****DOES NOT**** include sales, use, excise or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if Seller is required to pay them.

Buyer will provide tax exemption certificates or evidence of tax payment before work begins to be applicable

Services to be completed

[Sprinkler] Location - Building

Replace piping on 1ST Floor

GRAND TOTAL **\$59,151.00**

Terms and Conditions

Due to the risk of spreading the COVID-19 virus through social contact, we are temporarily suspending electronic signatures on portable devices that must be passed between Hiller employees and customers. The work Order Acknowledgement, listing the customers point of contact, will be emailed to the customer, containing service provided by date

****The Hiller Companies, Inc. Standard Terms and Conditions**

****THESE STANDARD TERMS AND CONDITIONS (THESE TERMS AND CONDITIONS) ARE PART OF AND ARE INCORPORATED INTO THE QUOTE AND AGREEMENT TO WHICH THEY ARE ATTACHED (THE AGREEMENT) BETWEEN THE HILLER COMPANIES, INC. (HILLER) AND THE PARTY TO WHOM THE AGREEMENT IS ADDRESSED (CUSTOMER).**

Acceptance of Terms. The Agreement shall apply to and govern Hillers provision of goods or equipment (Products) and/or services (Services and together with Products, the Work) and shall become a binding contract between Customer and Hiller upon acceptance of the Agreement by Customer.

Customer will be deemed to have accepted and be bound by the terms of the Agreement if any one or more of the following occur: (i) Customer authorizes or accepts all or any part of the Work; (ii) Customer and Hiller exchange electronic correspondence regarding the Agreement indicating that Customer has accepted the Agreement; or (iii) Customer signs the Agreement and returns a copy of the executed Agreement to Hiller. Customer agrees not to contest, or assert any defense to, the validity or enforce-ability of the Agreement accepted in accordance with this provision based on any law requiring agreements to be in writing or to be executed by the parties.

Notations and Clarifications. The price for the Work in the Agreement (the Price) is based upon Hiller having ready and unobstructed access to all areas necessary to perform the Work and performance of the Work during Hillers normal working hours Monday through Friday excluding Saturdays, Sundays and holidays. Once a project begins, any delays will be subject to a billable change order. Any request by Customer for Work to be performed outside of Hillers normal working hours may be considered an extra. Payment terms are net thirty (30) days subject to credit department approval. No cash payments will be accepted.

Hiller proposes to furnish the Work in accordance with the governing NFPA Code and the drawings and specifications listed in the Agreement. Hiller is not required to ascertain that the Work is in accordance with applicable laws, ordinances, rules or regulations of local governing authorities (Local Requirements). Compliance with Local Requirements is the sole responsibility of Customer and/or their representative unless Customer notifies Hiller in writing of the Local Requirements prior to entering into the Agreement and Hiller specifically agrees to meet the Local Requirements in the Agreement.

Taxes. Unless expressly noted, all prices exclude present and future sales, use, privilege, occupation, license, excise, and other taxes in respect of manufacture, sales, delivery or use by Customer of the Work all of which shall be paid by Customer unless expressly included in the Price at the proper rate or a proper exemption certificate is furnished.

Alteration, Cancellation, Rescheduling & Returned Products. The Work under the Agreement cannot be altered or rescheduled except with the written consent of Hiller and upon terms which will indemnify Hiller against all loss occasioned thereby. All additional costs incurred by Hiller due to changes in design, specifications, modification, or revision of any Work or Product consented to by Hiller in writing will be subject to a billable change order and must be paid for by Customer. Products may be returned only when specifically authorized by Hiller. Customer will be charged for placing returned Products in a saleable condition, plus any sales expenses then incurred. In addition, Customer will pay a 25% restocking charge as well as outgoing and incoming transportation costs.

If Customer terminates or cancels the Agreement, in whole or in part, by written notice, Hiller will, upon receipt of the termination notice, cease the performance of the Agreement according to the written instructions of Customer. In such a case, Customer shall pay to Hiller (i) the value of the Agreement for Work which has been delivered, or has been completed or is in process less any prior payments, (ii) other committed costs prior to the termination notice, and (iii) 20% of the value of the Agreement.

Obsolescence. Hiller makes no warranty or guarantee of future certification or classification of provided or proposed Products by any government or certifying body or agency.

Shipping. Unless Customer specifies otherwise in writing: (a) Products will be boxed or crated as Hiller may deem proper for protection against normal handling, and extra charges will be assessed for preservation, waterproofing, export boxing and similar protection of Products; (b) routing and manner of shipment will be at Hillers discretion, and may be insured at Customers risk. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the Product in respect of which any such shortage is claimed. Hiller is not responsible for loss or damage in transit after having received In Good Order receipt from the carrier. A claim or loss or damage in transit must be entered with the carrier and prosecuted by Customer. Acceptance of Products from a common carrier constitutes a waiver of any claims against Hiller for delay or damage or loss.

Security Interest. Hiller retains a security interest in all Products sold to Customer here-under until the purchase prices and other charges, if any, are paid in full. Upon request of Hiller, Customer will execute any document or furnish any notices necessary to perfect the security interest of Hiller in the Products sold here-under.

Operating Conditions. Recommendations are made upon the basis of operating conditions specified by Customer. If actual conditions are different from those specified and performance of the Work is adversely affected thereby, Customer will be responsible for the cost of all changes in the Work required to accommodate such conditions. In such event, Hiller reserves the right to cancel the Agreement, and Customer shall reimburse Hiller for all costs and expenses incurred in, and reasonable profit for, Work performed. Hiller will maintain a clean, safe work environment and will not be responsible for cleanup of other trades and will not be assessed general cleanup fees.

Liability Limitations. Indemnification. Under no circumstances shall Hiller have any liability for liquidated, collateral, consequential, or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. If the Work involves inspections at multiple sites of Customer, the liability of Hiller with respect to a claim or incident shall be limited to the portion of the Price paid by Customer allocable to the Work at the site where the claim or incident giving rise to liability occurred. In no event will the aggregate total liability of Hiller in connection with the Agreement, whether for breach of contract or warranty, negligence, or otherwise, exceed the Price paid by Customer. Customer agrees to indemnify and hold harmless Hiller from all claims in excess of these limitations. Hiller will not be liable for any and all structural strength members of the building required to support fire protection systems. Customer agrees that the amounts payable to Hiller here-under are based upon the value of the Work and liability limitations as herein set forth. If Customer desires Hiller to assume greater liability, the parties shall enter into a written amendment to the Agreement setting forth the amount of additional liability Hiller has agreed to assume and the additional amount payable by the Customer for the assumption by Hiller of such greater liability provided.

Warranty. Hiller warrants that the Work will be free from defects in materials and workmanship for a period of twelve (12) months from the date the Work was performed, provided (i) Products have been used, operated and maintained properly in accordance with Hillers instructions, (ii) such defects are not due to abuse, fire or decomposition by chemical or galvanic action, and (iii) such defects are not due to alterations, adjustments, attachments,

modifications, changes to the layout of equipment or repairs performed or provided by persons other than Hillers authorized personnel. Customers sole and exclusive remedy with respect to Work found to be defective in materials or workmanship shall be the correction of such defective Work during the twelve (12) month warranty period. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND SUCH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION, PROMISE, CONDITION, INDUCEMENT OR ADVICE GIVEN BY HILLER, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

Notwithstanding the foregoing, Hiller shall have no responsibility for (i) normal wear and tear or (ii) work or services performed by others, and Hiller makes no warranty or guarantee with respect to any Product or materials not manufactured by it; provided, however, if any such Product or material is covered by a warranty from the manufacturer, Hiller will transfer the manufacturers warranty to Customer to the extent it is transferable.

Waiver of Subrogation. So far as it is permitted by Customers property insurance coverage, Customer hereby releases, discharges and agrees to hold Hiller harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customers premises whether said claims are made by Customer, Customers agents or Customers insurance company or other parties claiming under or through Customer. Customer agrees to indemnify Hiller against and defend and hold Hiller harmless from any action from subrogation which may be brought against Hiller by any insurer or insurance company or its agents, including the payment of all damages, expenses, costs and attorneys fees.

Loss, Damage or Delay for Causes beyond Hillers Control. Hiller shall not be liable for any loss, damage, or delay occasioned by causes beyond Hillers control, including, but not limited to, governmental actions or orders, embargoes, civil disobediences or unrest, strikes, differences with workmen, fires, floods, storms, material shortages, accidents, or transportation delays.

Progress Payments. Hiller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all Work performed on-site and off-site. If Customer becomes overdue in any progress payment, Hiller shall be entitled to suspend the Work and also to avail itself of any other legal remedies.

Assignment. The rights of Customer here-under shall neither be assignable nor transferable without the written consent of Hiller.

Attorneys Fees. Customer agrees to pay Hiller all costs and expenses (including reasonable attorneys fees and costs and collection charges) incurred in the collection of amounts due and payable under the Agreement and otherwise in enforcing the terms of the Agreement.

Governing Law; Venue for Dispute Resolution. Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the Laws of the State of Alabama, United States of America. The exclusive jurisdiction and venue for any action brought under or relating to the Agreement shall be either the Circuit Court for Mobile County, Alabama, or the United States District Court for the Southern District of Alabama. Customer expressly consents to, and irrevocably and unconditionally waives any objection to, exclusive jurisdiction and venue in either of said forums.

Waiver of Jury Trial. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT.

Export Regulations. The item(s) contained herein may be subject to the International Traffics & Arms Regulations. Exports may require the prior written approval of the United States Government. Re-exports and Re-transfers must have prior written approval of Hiller.

Notices. All notices provided for or required under the Agreement will be in writing, and delivered personally, mailed or sent via express delivery service to the applicable party at the address specified on the first page of the Agreement. All notices will be deemed given when received. Either party may from time to time and in accordance with the procedures set forth in this provision specify a different address for receipt of notices. Third Party Beneficiary. It is further agreed that the liability limitations and the obligations of Customer set forth herein shall inure to the benefit of and apply to all parents, subsidiaries and affiliates of Hiller, whether direct or indirect, and their employees, officers and directors.

Entire Agreement; Modifications. The Agreement constitutes the entire agreement between Hiller and Customer and supersedes prior negotiations, representations, or agreements, either written or oral. Customer acknowledges and agrees that any purchase order issued by Customer is intended only to establish payment authority for Customers internal accounting purposes and shall not be considered a counteroffer, amendment, modification or other revision to the terms of the Agreement, and no terms or conditions included in any purchase order or other document issued by Customer will have any force or effect. No change, modification, or alteration of the Agreement shall be binding on Hiller, unless agreed to in a written amendment signed by Hiller that specifies in detail such modifications by identifying the specific paragraph or section of the Agreement being modified.

Counterparts; Email. The Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signed document transmitted by email will be treated in all manner and respects as an original document. The signature of a party will be considered for these purposes as an original signature and have the same binding legal effect as an original document.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: FRANK BOOKE

Date: 1/20/2022

Signature: 

CommercialFitnessProducts

INVOICE

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904- 562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

INVOICE # F6822451M

Date: Jan 11, 2022

BILL

TO: The Resort Colleciton of PCB- Grand
11807 Front Beach Rd
Panama City Beach, FL 32407

SHIP
TO:

The Resort Colleciton of PCB- Grand
11807 Front Beach Rd
Panama City Beach, FL 32407

ATN Jason Bennett
Phone (850) 235-5675
Email jbennett@rchospitalityolutions.co

ATN Jason Bennett
Phone (850) 235-5675
Email jbennett@rchospitalityolutions.co

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COS	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<i>MATRIX EQUIPMENT UPGRADES</i>		
1	G1MG30	Matrix 3-Stack Multi-Gym	\$5,995.00	\$5,995.00
1	Rower-02	Matrix RowerX with Magnetic Resistance	\$1,895.00	\$1,895.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$600.00	\$600.00
1	Delivery/Install	Additional Installation Service Fee for Stairs and/or Elevator	\$300.00	\$300.00
1		Lee County Sales Surtax	\$25.00	\$25.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$8,815.00
State Tax	\$527.40
Freight	\$784.10
Grand Total	\$10,126.50

Deposit Due	\$5,063.25
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For Delivery Staff			
Date:	Amount Collected:	Check No.:	
Received By: (Print Name and Sign)			

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply. CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string. Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts, 1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:
Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.
Commercial Fitness Products, Inc.
5034 N Hiatus Rd
Sunrise, FL 33351

Wire Transfer Bank Information Available
Upon Request.

Invoice # : F6822451M

Invoice Amount: \$10,126.50

Payment Terms: 50% Deposit, 50% COS

Deposit Amount: \$5,063.25


Balance: \$5,063.25

Signature

Print Name:

Facility Name:

Date of Acceptance:


Jason Bennett COM
Grand Panama Beach Resort
1/11/22



PO BOX 482
SATSUMA, AL 36572

Phone # 251-679-9800 E-mail: service@flowinnovations.net

Invoice

Date	Invoice #
1/19/2022	21-637

Customer Name
GRAND PANAMA 11800 FRONT BEACH ROAD PANAMA CITY BEACH, FL 32413

Job Name & Location
GRAND PANAMA 11800 FRONT BEACH ROAD PANAMA CITY BEACH, FL 32413

Customer PO#	Terms	Date Due
	Net 30	2/18/2022

Quantity	Description	Rate	Amount
1	Repair Domestic Water Pump System- Replaced the following parts: Check Valve Mechanical seal Bolts and Gaskets Pipe Nipples Motor Price includes parts and labor	3,882.86	3,882.86

<p>Thank you for giving us the opportunity to serve you. We appreciate your business and the confidence you have placed in us. Please call us if we can be of further assistance. Visit our page on Facebook. fb.me/Flowinnovationsinc</p>	<p>Total \$3,882.86</p>
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PO BOX 482
SATSUMA, AL 36572

Quote

Date	Estimate #
1/19/2022	Q2207

Phone: 251-679-9800 E-mail: service@flowinnovations.net

Name / Address
GRAND PANAMA 11800 FRONT BEACH ROAD PANAMA CITY BEACH, FL 32413

Ship To
GRAND PANAMA 11800 FRONT BEACH ROAD PANAMA CITY BEACH, FL 32413

Terms	Project
Net 30	

Qty	Description	Cost	Total
1	Flow Innovations is please to quote the following- 1 Electric Motor 15HP 3600RPM 215JP 1 Mechanical Seal Price Includes Freight and Labor to install New Motor on Pump #1	3,551.36	3,551.36
<p>Thank you for the opportunity to provide this quote. We look forward to working with you. Quotes are valid for 30 days. All shipping is prepaid and add unless specified. Visit our page on Facebook, fb.me/Flowinnovationsinc</p>		Total	\$3,551.36