



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

**Notice of: Board of Directors Budget Workshop Meeting**

Date: Thursday, November 9, 2023  
Time: 03:00 PM CST  
Location: Grand Panama Tower 2 Board Room & Zoom Teleconference  
11800 Front Beach Road  
Panama City Beach, FL 32407

Join Zoom Meeting

<https://us06web.zoom.us/j/81424540996?pwd=DHLf049pHd1brQmfa4v00BroBKbMvd.1>

Meeting ID: 814 2454 0996

Passcode: 122475

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

**Agenda**

1. Call to Order and Determine Quorum
2. Proof of Notice
3. Approval of Meeting Agenda
4. Approval of the August 11, 2023 BOD Meeting Minutes
5. Old Business - None
6. New Business
  - A. ASP Tower 1 Pool Heaters Ratification
  - B. Proxy 4<sup>th</sup> Amendment to Declaration Discussion & Vote
  - C. Banking Institutes Discussion & Vote
  - D. Audit Engagement Letters Discussion & Vote
  - E. Beach Services RFPs Discussion & Vote
  - F. Landscaping RFPs Discussion & Vote
  - G. Tower 2 Parking Garage Coating RFPs Discussion & Vote
  - H. Trash Services Discussion & Vote
  - I. American Security Associates RFP Discussion & Vote
  - J. 2024 Budget Review & Workshop

K. General Owner Comments

7. Adjournment

Posted: November 7, 2023

By: Derek Gilbert – Association Manager

**GRAND PANAMA BEACH RESORT OWNERS ASSOCIATION, INC.**  
**BOARD OF DIRECTORS MEETING**  
**August 11, 2023, 04:00 PM CT**  
**Zoom Teleconference & GP Tower 2 Board Room, 11800 Front Beach Road**  
**DRAFT MINUTES**

- A. **CALL TO ORDER:** The meeting was called to order at 04:00 PM CT by President Glenn Holliday.
- B. **ESTABLISH QUORUM:** Quorum was established with Nancy Stovall, Glenn Holliday, Woody Junot, James Eagleson, Darrell Caudill and Jarod Triplett participating either in person or via Zoom teleconference. Derek Gilbert (CAM) noted that Stuart Sanderson had resigned in writing from the Board of Directors effective 08.10.23. Derek Gilbert (CAM) was present in person on behalf of RCAM Florida Association Management and Stephen Kilcummins, RCAM Florida, was present as the Building Maintenance Supervisor in person. Derek Gilbert recorded the minutes.
- ALSO IN ATTENDANCE:** Owners in person (8) Eight. On Zoom: Unknown number of Owners present via Zoom teleconference.
- C. **PROOF OF NOTICE:** Derek Gilbert (CAM) verified Proof of Notice was posted according to Florida Statutes and Association Documents.
- D. **APPROVAL OF MEETING AGENDA:** On a **motion** by Nancy Stovall and a second by Darrell Caudill to add Board discussion at the end of the line items to the agenda, the motion carried unanimously. On a **motion** by Nancy Stovall and a second by Darrell Caudill to **approve** the meeting agenda, the motion carried unanimously.
- E. **APPROVAL OF THE MAY 15, 2023 BOD MEETING MINUTES:** On a **motion** by Nancy Stovall and a second by Darrell Caudill, the meeting minutes were **approved**. Motion carried unanimously.
- F. **OLD BUSINESS:** None.
- G. **NEW BUSINESS:**
- A. **Oracle Elevator Inspection Repairs Proposal Ratification:** On a **motion** by Darrell Caudill and a second by Woody Junot to ratify the Oracle elevator inspection repairs proposal for \$69,850.00 to be funded out of Reserves, the motion carried unanimously.
  - B. **RCI Irrigation Audit Repairs July Proposal Ratification:** On a **motion** by Darrell Caudill and a second by Woody Junot to ratify the RCI irrigation audit repairs July proposal for \$1,461.50 to be funded out of R&M Irrigation, the motion carried unanimously.
  - C. **Reserve Advisors Structural Integrity Reserve Study Proposal Ratification:** On a **motion** by Nancy Stovall and a second by Darrell Caudill to ratify the Reserve Advisors Structural Integrity Reserve Study proposal for \$11,100.00 to be funded out of Reserves, the motion carried unanimously.
  - D. **Valcourt Change Order #3 Proposal Ratification:** On a **motion** by Nancy Stovall and a second by Woody Junot to ratify the Valcourt Change Order #3 Proposal for \$32,296.88 to be funded out of Insurance reimbursement, the motion carried unanimously.
  - E. **Pool Furniture Quote/Invoice Ratifications:** On a **motion** by Woody Junot and a second by Nancy Stovall to ratify the Suncoast Outdoor Furniture Services invoice for pool loungers for \$10,598.35 and \$1,219.44 Amazon pool umbrellas to be funded out of R&M Pool Furniture, the motion carried unanimously.

- F. **Roofing Plus Tiki Bar Roof Repair Proposal Ratification:** On a motion by Woody Junot and a second by Darrell Caudill to ratify the Roofing Plus Tiki Bar Roof Repair Proposal for \$4,710.00 to be funded out of Insurance reimbursement, the motion carried unanimously.
- G. **Air it Cool Tiki Bar Exhaust Fan Proposal Ratification:** On a motion by Woody Junot and a second by Darrell Caudill to ratify the Air it Cool Tiki Bar Exhaust Fan proposal for \$3,200.00 to be funded out of operating expenses & commercial, the motion carried unanimously.
- H. **Air it Cool Heat Pump Condenser for Tower 1 Laundry Room Proposal Ratification:** On a motion by Woody Junot and a second by Darrell Caudill to ratify the Air it Cool Tower 1 Laundry Room Condenser replacement for \$5,400.00 to be funded out of operating expenses & commercial, the motion carried unanimously.
- I. **Insurance Liability Discussion:** Glenn Holliday discussed the liability of the bubble machines on unit balconies. Per the recommendation of the Association insurance agent of record, Anthony Dubose with Coastal Community, bubble machines are not allowed as the bubbles can't be contained to each unit balcony and have been indicated to have the potential to create a slip and fall with the soapy mixture. Anthony also noted that the Association's carrier would potentially drop the Association's property insurance coverage in the event of a claim attributed to the bubble machines. Glenn noted that there is already one claim from last year due to a trip and fall.
- J. **Long Term Item Updates:** The Board of Directors noted that if a maintenance or outage can be taken care of in less than 4 hours, there will be no communication. If the maintenance issue or outage will take longer than 4 hours, a text communication will be sent to the Board members informing them of the situation and estimated resolution. For long term projects, each week a status of the projects will be posted to the secured portion of the Grand Panama Owner website under the tab Owner Resources – Owner Information. Derek noted that the Owner welcome packet for any Owners in general is on the unsecured portion of the Owner website in General Information and any contacts for utilities or other vendors is listed there.
- K. **Electronic Voting Analysis:** Per the attached presentation, the Board of Directors evaluated the different electronic voting programs presented. On a motion by Nancy Stovall and a second by Darrell Caudill to elect AppFolio as the software program for electronic voting, the motion carried unanimously.
- L. **Resolution – Electronic Voting:** On a motion by Darrell Caudill and a second by Woody Junot to pass the resolution authorizing an online voting system for Grand Panama Beach Resort Condominium Association, Inc, the motion carried unanimously. The Board of Directors noted that all electronic voting systems reviewed had a method to authenticate the unit Owner's identity and a method to transmit an electronic ballot to the electronic voting system that ensures secrecy and integrity of each ballot. The AppFolio program voted is part of the system the Association is currently using and currently would not incur additional fees.

Owners were provided a form to indicate their selection for notices and personal information. Any unit Owner who chooses not to use the electronic voting system will be provided a paper copy.

For both the paper and online ballots: Acceptance of ballots will close at the same time when the annual meeting is called to order. Three volunteers from the Owners in attendance at the annual meeting will be tasked with recording the votes. The only difference in recording ballots is that a tally by unit from the electronic voting system will be printed in the presence of the volunteers and the paper ballots will be opened and recorded. With the online system in compliance with Florida Statutes, results are not known until they are printed. Any electronic voting forms emailed, mailed or hand



delivered to the Association with signatures and dates before 08.11.23 must be resubmitted whether the form states Yes or No for electronic voting in order to be valid.

- M. Board Discussion:** Glenn noted the back and forth concerns being stated between some Owners on Facebook. He added that questions are answered on the GP Board email for general inquiries and documents information but that if an Owner brings a concern to the Board specifically against another Owner, the individual with the concern will be given the opportunity to present the concern at the next Board meeting and the individual who the concern was directed against will also be provided an opportunity to speak. Any concerns brought to the Board of Directors will be investigated to ensure all Owners are in compliance.

Glenn noted that with Stuart Sanderson's resignation the Board of Directors would be looking to appoint for the open position. To be consistent with the prior appointment, it was noted that the Board would look to the next highest vote candidate from the February 2023 election. Nancy Stovall was tasked with reaching out to these individuals.

- H. ADJOURNMENT:** Woody Junot **motioned** and a second by Darrell Caudill to adjourn at approximately 04:51 PM CT. The motion was **approved** and carried unanimously.

Respectfully Submitted,

Derek Gilbert, LCAM



## Electronic Voting Analysis

Approximately 75% of the owners at Grand Panama Beach Resort, do not reside locally and do not always receive timely delivery of voting information.

There are huge advantages for the Association to implement an electronic voting system

- Saves costs for the Association (administration, postage, copies)
- Increases member's participation
- Eliminates mail delays and lost ballots
- Reduces meeting time involved in counting ballots
- Owner's that vote through the online system are counted as being in attendance at the meeting for purposes of determining quorum (condo control article)

Florida Statute 718.128 requires the association to provide an owner

- A method to authenticate the unit owner's identity
- A method to transmit an electronic ballot to the online voting system that ensures secrecy and integrity of each ballot
- A method to confirm, at least 14 days before the voting deadline, that the unit's owner's electronic device can successfully communicate with the online voting system

Legal and technical requirements to getting started with online voting

- Formally adopt a (one-time) board resolution authorizing an online voting system
  - Written notice of the meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the unit owners and displayed conspicuously on the condominium property at least 14 days before the meeting
- Establish procedures and guidelines for unit owners to consent in writing to online voting and an opt out option later
  - Any unit owner who chooses not to use the online voting system will be provided a paper copy

### **Cost Assumptions:**

#### ***Current Paper Process***

#### **Board of Director Elections**

#### **Notice with candidate information, ballot and envelopes**

3 envelopes - 1 for mail out of information, one for ballot, one for return of ballot for 305 units

Stamps for 305 envelopes

Labels for mailing

1 B&W copy .98 + 5 additional copies @ .16/ea=.80 + \$2.63 for 6+ pages for total \$4.41 for 305 letters = \$1,345.05 (some cost for those sent international)

## ***Electronic Options***

### **AppFolio**

No additional charge for using online voting in the existing portal at the current time, but may be in the future.

#### **Pros:**

- Integrated within the existing owner portal
- Owner information updated at time of purchases and/or sale
- Compliant with Florida Statutes

#### **Concerns:**

- New module added to the portal
- No Association in Florida using the online module

### **BeckerBALLOT (non client)**

\$ 750/single vote option +\$250 set up fee = \$1,000

\$1,080 unlimited voting for the year + \$250 set up fee

#### **Pros:**

- Developed by a Fort Lauderdale Law Firm
- Both single vote option and unlimited year option
- Link can be added to our website
- Compliant with Florida Statutes

#### **Concerns:**

- Not familiar with any Association using the system

### **EZ Vote**

Single ballot purchase up to 300 voters \$189.89 ~305 voters \$193.05

Annual subscription \$266.26 plus additional options

Ballot Setup \$50

Email Invitation \$40

Email Reminder \$40/ea

Paper Ballots \$6-13 based on ballot packet content

#### **Pros:**

- Compliant with Florida Statutes
- Cost per ballot

#### **Concerns:**

- Additional cost for options

### HOAst (now Cinc Systems)

Costs per Kay Dobbins First Residential

\$600.00 yearly fee plus .50 per unit (305) units \$762.50

#### Pros:

- Boardwalk CAM and an owner who also owns at Grand Panama Owner shared
  - The Association has used for several years
  - The system easy to use

#### Concerns:

- HOAst recently sold to Cinc
  - No response to email inquiries

### Simply Voting

Systems Fees: Single election base fee of \$200 with 250 electors or less. For additional electors over 250, \$.40 each. For 305 electors, the cost is \$222. There is a one-time fee of \$150 to set up for owners with multiple units = \$372

Optional: Fully managed \$1,100 per election

#### Pros:

- Watercrest CAM shared
  - The Association has used for several years
  - Technical support very responsive
  - The system easy to set up and use
  - The Association currently has about 95% of owners voting on line
- Watercrest is also a client of our Attorney
- Cost includes invites and reminders
- Compliant with Florida Statutes

#### Concerns:

- Headquarters located in Montreal

Scenario	Cost Comparisons for Single Vote		P=Paper		E=Electronic
	100% P 0% E	75% P 25% E	50% P 50% E	25% P 75% E	0% P 100% E
		<b>Individual System</b>	<b>Costs</b>		
Paper Process	\$1,345	\$1,009	\$673	\$336	0
AppFolio	0	0	0	0	0
BeckerBALLOT	0	\$1,000	\$1,000	\$1,000	\$1,000
EZ Vote	0	\$372	\$372	\$372	\$372
HOAst (Cinc)	0	\$763	\$763	\$763	\$763
Simply Vote	0	\$372	\$372	\$372	\$372
		<b>Total Cost Using</b>	<b>Both Paper and</b>	<b>Online System</b>	
AppFolio	\$1,345	\$1,009	\$673	\$336	0
BeckerBallot	\$1,345	\$2,009	\$1,673	\$1,336	\$1,000
EZ Vote	\$1,345	\$1,381	\$1,045	\$708	\$372
HOAst (Cinc)	\$1,345	\$1,772	\$1,436	\$1,009	\$763

Simply Vote	\$1,345	\$1,381	\$1,045	\$708	\$372
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ASP - America's Swimming Pool Co. of Panama  
 City  
 PO Box 18035  
 Panama City Beach, FL 32417  
 US  
 +1 8502388779  
 pcboffice@asppoolco.com  
 https://www.asppoolco.com/panama-city/

# Estimate



**ADDRESS**

Steve Kilcumings  
 Grand Panama Beach Resort  
 11807 Front Beach Road  
 Panama City Beach, FL 32407

**SHIP TO**

Steve Kilcumings  
 Grand Panama Beach Resort  
 11807 Front Beach Road  
 Panama City Beach, FL 32407

**ESTIMATE #**      **DATE**  
 6101                      09/21/2023

**P.O. NUMBER**  
 400K BTU ETI400 HEATER

**EMPLOYEE**  
 Nick C.

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<del>Service Material</del>	P400K BTU ETI400 HEATER	2	13,851.18	27,702.36
	<del>Service Material</del>	Discount provided by ASP.	1	-16,839.50	-16,839.50

\*\*ASP will be strictly operating as the re-seller only and all decisions on model are to be made and confirmed by the customer. ASP will not be installing this unit. All sales will be final and no returns or exchanges.

MEGATHERM AND POWERMAX HEATERS HAVE A 5-6 WEEK LEAD TIME PLUS TRANSIT TIME OUT OF ROCHESTER,NH  
 ETI HEATERS HAVE A 2 WEEK LEAD TIME PLUS TRANSIT TIME OUT OF MOORPARK, CA.  
 APPROX 3 WEEK TOTAL  
 50% DEPOSIT PRIOR TO ORDER  
 50% DUE AT DELIVERY

TOTAL

**\$10,862.86**

COA President  
*Glen Halley*

Accepted By

Accepted Date

*9-25-23*

**PROXY**

The undersigned, owner(s) or designated voter of Unit No(s). \_\_\_\_\_ of Grand Panama Beach Resort Condominium, a Condominium ("Condominium"), appoints \_\_\_\_\_ or, if no name is filled in, the Secretary of the Grand Panama Beach Resort Condominium Association, Inc. ("Association"), as my proxy holder to attend the meeting of the members of the Association to be held at \_\_\_\_\_ .m. (Central Time) on \_\_\_\_\_, 2023, at \_\_\_\_\_. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that proxy holder's authority is limited as indicated below.

**LIMITED POWERS.** (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW).

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS INDICATED BELOW:

1. Do you authorize the Fourth Amendment to Declaration of Condominium for Grand Panama Beach Resort Condominium as set forth in the document attached hereto and made a part hereof as Exhibit "A"?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S) OF OWNER(S) OR  
DESIGNATED VOTER

**SUBSTITUTION OF PROXY HOLDER**

The undersigned, appointed as proxy holder above, designates to substitute for me in voting the proxy set forth above.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Proxy Holder

EXHIBIT "A"

Article 16, Section 16.03, of the Declaration is amended to read as follows:

16.03 Amendments.

(a) ~~Except for provisions of this Declaration regarding the rights and obligations of Developer, which may not be amended without Developer's prior written consent, and~~ Subject to the rights of Mortgagees under Article 14 above, Owners may amend any provision of this Declaration at any time by a vote of at least ~~eighty percent (80%)~~ two-thirds (2/3rds) of the votes allocated to all Memberships. If the necessary votes and consent are obtained, the Association shall cause an amendment to the Declaration to be recorded in the Bay County records in accordance with the terms and conditions of the Act.

~~(b) In addition to the Developer's other rights to amend this Declaration as set forth in this Declaration and the Act, Developer may:~~

~~(i) amend this Declaration to correct clerical, typographical, technical or other errors; and~~

~~(ii) amend this Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association.~~

~~(c) Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend this Declaration without the consent of any Owner, Mortgagee, (except any Mortgagee holding a mortgage on the Subsequent Phase Land) the Association, or any other person or entity for the purpose of subjecting any or all of the Subsequent Phase Land to the Declaration. Until such time as Developer conveys a Unit in a Subsequent Phase to a Owner, Developer reserves the right to amend the Amendment adding such Phase, terminate the Amendment as to such Phase, and to later add such Phase by another Amendment, all of which actions shall not require the consent of any Owner, Mortgagee, the Association, or any other person or entity.~~

~~(d)~~ (b) Except as specifically permitted in this





OUR NAME IS OUR MISSION.

# Banking Services Proposal:

## RC Association Management

August 21, 2023

August 21, 2023

RC Association Management

Ken Floyd, Executive Vice President

Amy Ludlam, Director of Accounting

Heather Walker, Senior Accounting Clerk

Greetings,

Thank you for this opportunity to share this proposal of the services and support that ServisFirst Bank will provide. Our priority is building loyal partnerships in the markets that we serve with a team committed to all aspects of the banking relationship.

ServisFirst Bank is a full-service bank focused on commercial banking, treasury management, private banking, and the professional consumer market.

After analyzing the statements provided, we found we can save the association(s) significant bank charges while earning above-market interest rates on excess funds through the Insured Cash Sweep program (ICS).

- \$0.00 transition costs
- All treasury and analysis fees waived for 12 months
- 4.25% rate for excess funds via ICS sweep
- All funds are fully FDIC insured
- Complimentary check scanners provided
- Dedicated relationship team

Our efficiency advantage is demonstrated in our minimal fee structure and strong interest earning opportunities. An overview of the available treasury solutions, recommended account structure, and proposed pricing is provided in detail within this proposal.

Sincerely,

L.J. Rigby  
VP, Commercial Banking Officer  
1022 W 23<sup>rd</sup> Street, Suite 600  
Panama City, FL 32405

[LRigby@servisfirstbank.com](mailto:LRigby@servisfirstbank.com)

Office: 850.772.6863

Cell: 850.319.2375

Steven Aase  
Market President – Panama City  
1022 W 23<sup>rd</sup> Street, Suite 600  
Panama City, FL 32405

[SAase@servisfirstbank.com](mailto:SAase@servisfirstbank.com)

Office: 850.772.6864

Cell: 850.866.6948

# ServisFirst Bank: About Us

## **From the Start:**

- Founded in 2005 in Birmingham, Alabama.
- Offices across the Southeast region: Tallahassee, Panama City, Ft. Walton Beach, Pensacola, Tampa, Orlando, Dothan, Birmingham, Mobile, Huntsville, Montgomery, Atlanta, Nashville, Charlotte, Ashville, and Charleston.
- Streamlined branch network – technology focused to service needs.
- Robust offering of products and solutions, combined with the commitment to service and delivery of a community bank.

## **Panama City Office:**

- Opened in January 2022 with an experienced team of local Panama City bankers.
- Branch location: currently located on 1022 W. 23<sup>rd</sup> Street, Suite 600
- Focus on non-profit banking, delivering exceptional service, cost savings, and improved earnings.
- Small and large clients with revenues ranging from less than \$500 thousand to greater than \$100 million.
- In-person training provided for each new client to ensure seamless and efficient transition.

## **ServisFirst Bank Ratings & Accolades:**

- Ranked 3<sup>rd</sup> by American Banker for top publicly traded banks with \$10 Billion to \$50 Billion in assets.
- Ranked 15<sup>th</sup> on Forbes 2023 America's Best Banks List.
- Ranked 21<sup>st</sup> on S&P Global Market Intelligence's 2022 Top 50 Public Banks.
- Recognized as 1 of 14 banks named on 2023 KBW Bank Honor Roll.

# Treasury Management Solutions

Based on the review of your bank and analysis statements we have identified the following features currently utilized by RC Association Management. Also included are recommended services to enhance and streamline your bank management processes as well as adding additional protection to safeguard all funds.

## eServis: Business Online Banking

Access your account information using Secure Browser technology to protect your online banking session from virus and malware; no need for tokens, IP restrictions or other cumbersome security processes.

- All entities/accounts accessible within one portal
- View real-time account balances
- Search transactions by data types
- Download/export data
- Create custom reports
- Mobile Banking access
- User entitlement driven
- User activity reports available for audit purposes (internal transfers, ACH, and Positive Pay)

## ACH Origination Services

- Streamline payables -- payroll, vendor payments, B2B transfers
- Initiate ACH credit or debit transactions
- Dual control available with granular user entitlement capabilities
- Same Day payments available
- Cut-off time: 4:30pm EST
- Create reusable templates
- Mobile approval available

## Remote Deposit Now

- Utilize a desktop scanner for check deposits
- Reduce travel to bank
- Receive credit of receivables faster
- Immediate image reports of deposited items
- Deposit deadline 5:00pm EST
- **Complimentary scanner provided**
- Mobile deposits available

## Check & ACH Positive Pay

- Provides enhanced internal controls over physical checks and ACH debits
- Checks -- upload issued items via CSV file or manual per item entry
- ACH -- create filters/rules for all future authorized debits
- Exceptions created for all mismatched items
- Decisioning deadline: 1:00pm EST
- ACH exceptions -- auto return for all non-decisioned exception items
- Check exceptions -- choose default decision (pay all or return all) for all non-decisioned exception items



# Treasury Management Solutions

~continued

## Online Wire

- Initiate wires via eServis, cut off 5:00pm EST
- Domestic and/or International
- Dual control available with granular user entitlement capabilities
- Create reusable templates
- Schedule future dated wire transfers
- Mobile approval available

## Platinum Business Credit Card with Cash Back Rewards

- Robust online account management capabilities.
- 1% cash back, up to \$1,000 annually (\$79 annual fee = WAIVED)
- Unlimited cardholders
- Track purchases on itemized statements
- Manage payment options and transactions online

## Purchasing Card

- Effectively manage your payables and earn a cash rebate
- The online account management system allows visibility and control to Admins and provides cardholders the ability to reconcile their charges in our expense management system.
- Mobile app for cardholders to manage expenses and attach receipts on the go.

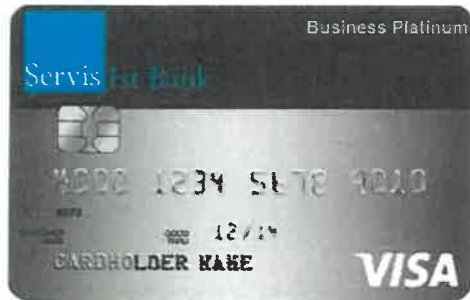
## IntraFi Insured Cash Sweep - ICS

- Gain access to additional FDIC insurance coverage for deposits in excess of \$250,000, all through a single bank relationship
- Relax knowing funds are eligible for multimillion-dollar FDIC insurance coverage
- When using ICS, funds are divided into increments of \$250,000 or less and placed in accounts at other ICS Network banks, gaining full FDIC coverage
- Interest-bearing
- Enjoy the flexibility of full liquidity, funds available with an automatic sweep
- Online access: account activity, ICS Network Bank placement information, eStatements, etc.
- See following slide for Account/Rate/Structure recommendation



# Business Card Solutions

## Business Credit Card



VS.

## Commercial Purchasing Card (PCard)



### Features:

- Track purchases on itemized statements
- Improve cash flow with added buying power for your business
- Unlimited card holders per account
- Make business purchases around the world
- Manage payment options and transactions online
- Set account alerts to track payments and balances online
- 1% cash back available on rewards card, up to \$1,000 annually
- 2 product options:

#### Platinum Card with Cash Back Rewards

- cash back with a \$79 annual fee

#### Platinum Benefits Card

- no annual fee

- Unlimited card holders
- Businesses that need a convenient way to manage everyday business expenses
- Businesses that need to carry a balance
- Normal day-to-day transactions

- Restrict transactions at individual cardholder level
- Real time control of cards, increase/decrease limits, see approvals/declines, turn cards on or off
- Remote capture digital copies of receipts
- Enhanced reporting capabilities
- Control cards in-house with administrative access
- \$250 implementation fee and \$25 annual fee per physical card
- Tiered Rebate Structure
- Online expense management portal, allows users to view and allocate all monthly expenses before it routes to a supervisor for approval

### Great For:

- Unlimited card holders
- Businesses that need greater control of cards to help manage expenses
- Businesses with multiple locations/cost centers
- High volume spending

Please contact us with any questions about our card solutions at 855.881.0364 or [cdepartment@servisfirstbank.com](mailto:cdepartment@servisfirstbank.com), or take a photo of the code.



# Account Structure

It is our goal to create an account structure that will streamline your overall processes, reduce expenses, while providing competitive earnings. We will conduct a relationship review annually to ensure services, pricing, and rates are relevant and agreed upon by all parties.

*Enjoy the flexibility of our accounts while gaining additional FDIC protection on excess funds.*

## ServisFirst Business Checking with ICS Sweep: Operating Accounts

- Online eStatement available
- Online access to IntraFi/ICS Deposit Control Panel
- Treasury Services include: ACH Origination, Remote Deposit Now, Positive Pay, Online Wire, Business Credit Card
- Anticipated Fees: WAIVED - 12-month waiver for all recommended Treasury Services listed above with annual review
- Target balance: TBD— excess funds Sweep with ICS
- \*ICS Interest Rate: 4.25%

## ServisFirst Business Money Market with ICS Sweep: Reserve/Maintenance Accounts

- Interest Rate: 4.25%
- Interest compounded daily & paid monthly on 100% of average daily collected balance
- 6 withdrawals allowed per month (\$15 per item in excess of 6)
- Full liquidity of all funds
- Target balance: TBD — excess funds Sweep with ICS
- \*ICS Interest Rate: 4.25%

# Transition Plan

Our goal is to complete an easy, efficient, and seamless transition process. Service, support, and resources are provided throughout each phase and remains a priority throughout the life of the relationship. We recommend a recurring weekly call to allow us to monitor progress, review and discuss questions, and provide communication and updates to all parties. Transition plan listed below.

## Phase 1 (1-2 weeks)

- Prepare new account & ICS documents
- Prepare Treasury/eServis agreements as applicable
- Documents are sent via DocuSign to an authorized signer

## Phase 2 (1-2 weeks)

- Welcome Letters sent - Secure Browser (eServis) install instructions
- Each user receives separate instructions which includes their eServis credentials and/or Remote Deposit credentials
- Schedule training for all applicable Treasury services (Positive Pay training scheduled separately)
- Schedule install/training of Remote Deposit scanner

## Phase 3 (2 weeks)

- Monitor accounts to ensure continued progress of transition of accounts:
  - Funding
  - Successful transfer of all preexisting payments
  - Continued user support for eServis and Treasury solutions



# ServisFirst Bank: Relationship Team

Our team of professional, local bankers are committed to providing service driven support with easy accessibility in all aspects of the banking relationship. Our goal is to be your direct resource for account opening, online banking management, Treasury solutions, training, and more throughout the lifetime of the relationship.



**Steve Aase**  
Market President  
850.866.6948  
[SAase@servisfirstbank.com](mailto:SAase@servisfirstbank.com)



**L.J. Rigby**  
Commercial Banking Officer  
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[LRigby@servisfirstbank.com](mailto:LRigby@servisfirstbank.com)



**Jessica Corley**  
VP, Treasury Management Sales Officer  
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**Treasury Management General Support**  
866.922.5794  
[tmsupport@servisfirstbank.com](mailto:tmsupport@servisfirstbank.com)

# CARTER & COMPANY

Certified Public Accountants, LLC

543 Harbor Blvd.  
Suite 201  
Destin, Florida 32541  
Phone: 850-650-0125  
Fax: 850-650-0126  
[www.cartercpa.net](http://www.cartercpa.net)

October 24, 2023

Board of Directors  
Grand Panama Beach Resort Condominium Association, Inc.  
c/o RC Association Management  
495 Richard Jackson Blvd.  
Panama City Beach, FL 32407

We are pleased to confirm our understanding of the services we are to provide for Grand Panama Beach Resort Condominium Association, Inc. for the year ended December 31, 2023.

## **Audit Scope and Objectives**

We will audit the financial statements of Grand Panama Beach Resort Condominium Association, Inc., which comprise the balance sheet as of December 31, 2023 and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the disclosures (collectively, the "financial statements"). The financial statements will include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Changes in Replacement Fund Balances
- 2) Schedule of Operating Fund Revenues and Expenses Budget to Actual

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

# CARTER & COMPANY

Certified Public Accountants, LLC

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Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Association and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected owners, customers, creditors, and financial institutions. Our procedures will not determine whether the funds designated for future major repairs and replacements are adequate to meet such future costs because such a determination is outside the scope of the engagement. We will also request written representations from your attorneys as part of the engagement.

## **Other Services**

We will prepare the Association's federal and state income tax returns for the year ended December 31, 2023, based on information provided by you. We will also assist in preparing the financial statements of Grand Panama Beach Resort Condominium Association, Inc. in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers).

# CARTER & COMPANY

Certified Public Accountants, LLC

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You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Association from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Association involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Association complies with applicable laws and regulations. You are responsible for the preparation of the required supplementary information about future major repairs and replacements. You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

## **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, receivables, and other confirmations we request and will locate any documents selected by us for testing.

Christine Carter is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit when requested information is received from management.

Our fee for the audit, preparation of the tax returns and other services is \$8,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

## **Reporting**

We will issue a written report upon completion of our audit of Grand Panama Beach Resort Condominium Association, Inc.'s financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph, other-matter paragraph, or separate section to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

# CARTER & COMPANY

Certified Public Accountants, LLC

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We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Christine E. Carter, CPA

Carter & Company, CPAs, LLC

## RESPONSE:

This letter correctly sets forth the understanding of Grand Panama Beach Resort Condominium Association, Inc.

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Signature

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Date



October 19, 2023

Board of Directors  
Grand Panama Beach Resort Condominium Association, Inc.  
11800 Front Beach Rd.  
Panama City Beach, FL 32407

We are pleased to confirm our understanding of the services we are to provide for Grand Panama Beach Resort Condominium Association, Inc. for the years ended December 31, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of Grand Panama Beach Resort Condominium Association, Inc., which comprise the balance sheet as of December 31, 2023 and the related statement of revenues, expenses and changes in fund balances and cash flows for the year then ended, and the disclosures (collectively, the "financial statements"). The financial statements will include supplementary information about future major repairs and replacements required by the Financial Accounting Standards Board (FASB). Although we will apply certain limited procedures with respect to the required supplementary information, we will not audit the information and will not express an opinion on it. Also, the following supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues and Expenses – Budget and Actual – Operating Fund
- 2) Schedule of Changes in Contract Liabilities – Pooled – Reserve Fund

501 West 19th Street  
Panama City, Florida 32405  
(850) 769-9491 ■ Fax: (850) 785-9590  
[www.cpagroup.com](http://www.cpagroup.com)

600 Grand Panama Blvd., Suite 360  
Panama City Beach, Florida 32407  
(850) 233-1360 ■ Fax: (850) 233-1941  
[www.cpagroup.com](http://www.cpagroup.com)

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Association or to acts by management or employees acting on behalf of the Association.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



We will obtain an understanding of the Association and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Association's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected owners, customers, creditors, and financial institutions. Our procedures will not determine whether the funds designated for future major repairs and replacements are adequate to meet such future costs because such a determination is outside the scope of the engagement. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

### **Other Services**

We will prepare the Association's federal and state income tax returns for the year ended December 31, 2023, based on information provided by you. We will also assist 1.) in maintaining the depreciation schedule, 2.) in preparing end of year calculations to comply with ASU No. 2016-02, *Leases (Topic 842)*, and 3.) in preparing the financial statements of Grand Panama Beach Resort Condominium Association, Inc. in conformity with accounting principles generally accepted in the United States of America based on the information provided by you.



We will perform the services in accordance with applicable professional standards, including the *Statements on Standards for Tax Services* issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

You agree to assume all management responsibilities for the tax services, depreciation schedule maintenance, lease calculation services, financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Association from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Association involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Association received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Association complies with applicable laws and regulations. You are responsible for the preparation of the required supplementary information about future major repairs and replacements.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

### **Engagement Administration, Fees, and Other**

We understand that your employees will assist us by providing information that we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Amy D. Pfau, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our fees for the financial statement preparation and audit will approximate \$11,650 and the fees for the tax services will approximate \$850. These estimates are based on a complete and reconciled general ledger and are subject to increase if the condition of the accounting records (ie. account balances, supporting schedules and subledgers) are incomplete, unreconciled, and/or require significant adjustment. The fee estimate is also based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary or the accounting records are not complete and/or reconciled, we will discuss it with you as those assessments are made. You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. Our invoices for these fees will be rendered each month as the work progresses and are payable on presentation. Unpaid charges after 30 days will accrue interest at the rate of 18% per annum.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. All mediations initiated as a result of this engagement shall be administered by a Florida Bar Certified mediator selected by the parties. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

**Reporting**

We will issue a written report upon completion of our audit of Grand Panama Beach Resort Condominium Association, Inc.'s financial statements. Our report will be addressed to management and board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph, other-matter paragraph, or separate section to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Smartsheet is used solely as a method of exchanging information and is not intended to store Grand Panama Beach Resort Condominium Association, Inc.'s information. At the end of the engagement, Tipton, Marler, Garner, and Chastain will provide Grand Panama Beach Resort Condominium Association, Inc. with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the Smartsheet.

Upon completion of the engagement, data and other content will either be removed from the Smartsheet or become unavailable to Tipton, Marler, Garner, and Chastain within a reasonable time frame.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

**TIPTON, MARLER, GARNER & CHASTAIN**



Amy D. Pfau, CPA

RESPONSE:

This letter correctly sets forth the understanding of Grand Panama Beach Resort Condominium Association, Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Beach Services Contracts

Service	Aquatic Adventures	Goin' to the Beach!	Lazy Days
Date & Hours of Operation	March 15-October 15 8AM-5PM	March 1-October 31 8AM-6PM	March 1-October 31 7:30AM-5PM & May 21-September 4 7:30 AM-6PM
Payment to Grand Panama	2024 \$85,000 2025 \$90,000 2026 \$95,000	2024 \$70,000 2025 \$70,000 2026 \$70,000	Option 1 2024 \$75,000 2025 \$75,000 2026 \$75,000  Option 2 2024 \$90,000 2025 \$90,000 2026 \$90,000  Option 3 2024 \$110,000 2025 \$110,000 2026 \$110,000  Option 4 2024 \$145,000 2025 \$145,000 2026 \$145,000
Seasonal Chair Rentals (transferrable annual sets)	2024 \$1,125 + tax 2025 \$1,125 + tax 2026 \$1,125 + tax	2024 \$2,000 2025 \$2,500 2026 Bulk Rental Discount	Option 1 2024-2026 Gold Seasonal Plan \$1250  Option 2 2024-2026 Gold Seasonal Plan \$1475  Option 3 2024-2026 Gold Seasonal Plan \$1675  Option 4 2024-2026 No Seasonal Plans Offered. All transactions at daily rates.

			Platinum Plan Upgrade Available for \$600 more for Options 1-3 (beach setup, 1 table, daily hourly kayak or paddleboard rental when unit is occupied)
Seasonal Chair Rentals (non transferrable annual sets - owners/immediate family)	Not quoted	2024 \$1,500 2025 \$1,500 2026 \$1,500	Not quoted
Term of Contract	March 15, 2024 - October 31, 2026	2024-2026	January 1, 2024-December 31, 2026
Termination for good cause	15 day written notice with reasons for termination and 10 days for other party to remedy	60 day written notice after completion of 1st year	Non-renewal not less than 60 days written notice prior to current term
Termination via notice	30 day written notice to cure or termination thereafter if not cured	Not noted	Agreement may be terminated by either party, after initial term, without cause, with at least 60 days written notice
Rental Items (including, but not limited to)	Beach chairs, umbrellas, parasail, Banana Boat rides, beach photography, beach bonfires	Beach bonfires, beach chairs, umbrellas, fire pit, s'mores kit, setup & cleanup	Beach sets, surfboards/paddleboards, electric beach wheelchairs, jetskis, catamaran, beach cruisers, kayaks, delivery, beach wedding
Offsite activities available and/or other special items	Pontoon Boat rentals, guided waverunner tours, dolphin excursions, snorkel trip, fishing boat	At least 1 staff member Red Cross certified present on property; other	Optional reservation fee for \$15/daily; pool deck mgmt, bonfires, beach

	rentals; As-need basis services after October; attendants trained in first-aid & water safety	activities offsite not noted	picnics, electronic safety box
Discounts	25% to Owners with proper ID on water sport activities	Year 2026 - 15-40% to Owners	Multi-day discounts



## **BEACH CONSESSION AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Aquatic Adventures Management Group of Panama City Beach, Florida ("Aquatic") and Grand Panama Beach Resort Condominium Owners Association Inc. ("Grand Panama") of 11807 Front Beach Rd, Panama City Beach Fl, 32407.

### **RECITALS:**

Grand Panama desires to grant and authorize Aquatic the concession rights for the rental of the beach and water recreation and sports equipment, including beach chairs & umbrellas, Parasail, Banana Boat Rides, beach photography and beach bonfires and Aquatic desires to secure such concession rights in the Resort.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Concession Rights. Grand Panama grants to Aquatic and Aquatic accepts from Grand Panama the exclusive privilege of maintaining the leasing and rental concessions in the Resort to the recreational and sports equipment, which are described in Schedule A to the Agreement.
2. Offsite Activities. Aquatic may also make available to the members and guests of the Resort various off-site activities, such as Pontoon Boat rentals Guided waverunner tours, Dolphin Excursions, Snorkel Trip, Fishing Boat Rentals, Etc.
3. Equipment. The number of various items of equipment and the storage area of such equipment shall be subject to the approval of Grand Panama. Aquatic will make available sufficient equipment for special groups and holidays.

Aquatic shall furnish at its own expense all of the rental equipment and any additional items or equipment necessary to maintain the rental equipment in the areas approved by Grand Panama. All such equipment shall be new except for used equipment that is approved by Grand Panama and is deemed to be in the style and appearance to coordinate well with the other equipment and with the Resort facilities. The equipment shall be maintained in good working and safe condition at all times during the term of this Agreement.

All of the listed equipment that is to be provided by Aquatic shall remain the property of Aquatic and shall be removed by Aquatic at the termination of this Agreement.

4. Approval. Grand Panama reserves the right to prohibit the rental of any item that it deems objectionable or dangerous and Grand Panama shall have the right to require improvements of the quality of either of the specific equipment or the services rendered by Aquatic.

5. Rates and Charges. The maximum rates and charges for the equipment rental under the terms of the Agreement shall be subject to the mutual approval of the parties to this Agreement. Aquatic shall not change any rates established by the parties or to curtail or diminish any service provided for in this Agreement without first requesting and receiving permission from Grand Panama. Aquatic shall provide 1 free setup to deeded owners, not owners guests, on a first come first serve basis when available. Owner must present a Valid ID at time of reservation in order to receive free setup.

25% Discount to All Grand Panama Resort owners with proper ID on watersport activities. Grand Panama shall provide most up to date owners list.

6. Hours of Operation. Aquatic shall operate the rental concessions seven days a week during the season beginning March 15, and ending October 15 of each calendar year. Aquatic shall make available to Grand Panama any of the services on an as-needed basis after the end of October of each year. The hours of operation shall be from 8AM to 5PM unless modified by parties in writing.

7. Attendants. Aquatic shall be responsible for employing its attendants. The attendants are to be of good moral character and shall not be retained by Aquatic if Grand Panama considers that employee to be unfit for employment or otherwise objectionable.

Aquatic shall furnish attendants who are qualified to operate the leased equipment and have had proper training in first-aid and water safety and other similar courses required by Grand Panama. The attendants shall be courteous and shall nurture and maintain good public relations with all guests and members of the Resort as well as the observant of all regulations that may be set from time to time by Grand Panama for the operations of the property and facilities of the Resort.

8. Dress and Manner of Employees. All employees of Aquatic performing services under this agreement shall be property dressed at all times.



9. Compensation. Aquatic shall pay to Grand Panama during the term of this Agreement Two Hundred Seventy Thousand (\$270,000.00) Dollars (tax included). The payments shall be made in the following form:

	<u>2024</u>	<u>2025</u>	<u>2026</u>
May 15	\$21,250.00	\$22,500.00	\$23,750.00
June 15	\$21,250.00	\$22,500.00	\$23,750.00
July 15	\$21,250.00	\$22,500.00	\$23,750.00
August 15	<u>\$21,250.00</u>	<u>\$22,500.00</u>	<u>\$23,750.00</u>
Total:	\$85,000.00	\$90,000.00	\$95,000.00

10. Customer Satisfaction. - If any event occurs in which Aquatic could help Grand Panama remedy an issue of customer satisfaction, Grand Panama will have full access to the resources or employees of Aquatic. There will be no additional charge by Aquatic to Grand Panama for this service.

11. Repair and Maintenance. Aquatic shall maintain the premises used in its operation in good order and repair during the entire term of this Agreement. Aquatic shall keep the subject premises in clean and sanitary conditions at all times. Aquatic will clean and rake the beach on an as needed basis with a Barber beach cleaning machine and tractor.

12. Destruction of Premises. If at any time during the term of this Agreement the premises to be used by Aquatic are damaged by fire, act of nature of other cause beyond the control of the parties, then either party may terminate this Agreement upon providing a written notice to the other.

13. Website. Aquatic website will link with Grand Panama website for information concerning the various activities and uses available to the Grand Panama guests.

14. Licenses and Permits. Aquatic shall obtain and pay for all licenses that may be required for the operation of the equipment rental.

15. Compliance with State and Local Laws. Aquatic shall comply with applicable state and local laws governing the operation of the equipment rental and shall be responsible and shall pay all sales and excise taxes to the proper governmental authority as required for the rental or such equipment.

16. Termination. This Agreement may be terminated by either party for good cause by giving to the other 15 days written notification of termination setting forth the reasons for the termination. The non-complaining party shall then have ten days to remedy such deficiencies to the other party's reasonable satisfaction. If after the ten-day period the problem has not been remedied to the reasonable satisfaction of the complaining party, this Agreement shall terminate.

17. Indemnification. Aquatic shall hold Grand Panama, its owners, directors and employees, harmless from and shall defend and indemnify Grand Panama from and against liability for injuries or deaths or persons or damage to property arising from the activities under this Agreement, including loss predicated on the alleged active or passive negligence of Grand Panama. Each party shall give the other party prompt notice of any claim coming to the party's knowledge that relates to the provisions of this indemnity. Grand Panama shall have the right to participate in the defense of the claim to the extent of its interest.

18. Liability Insurance. Aquatic shall maintain insurance for bodily injury, death or property damage occasioned by reason of the operation conducted by Aquatic under the terms of this Agreement with minimum general liability limits of \$1,000,000 per occurrence and \$4,000,000 aggregate continuously throughout the term of this Agreement, which policy shall also include Grand Panama as additional insured. Certified copies of the above described insurance policy and all certificates of such policy shall be furnished to Grand Panama effective as of the date of this Agreement. Such policy shall contain a clause substantially providing that the policy may not be cancelled or materially changed until 30 days after receipt by Grand Panama of written notice of such cancellation or change in the coverage as evidenced by receipt of a certified letter.

19. Workmen's Compensation. Aquatic shall maintain during the period of this Agreement Workmen's Compensation insurance in strict compliance with the state law.

20. Term. The term of this Agreement shall be for Three (3) years beginning March 15, 2024 through October 31<sup>st</sup>, 2026. Any renewal or extensions of the Agreement shall be in writing and approved by both parties.

21. Assignment. This agreement shall be binding upon the parties hereto, their successors and assigns; however, Aquatic may not sublease or assign its obligations under this Agreement without the prior written consent of Grand Panama.

22. Amendments. The parties by mutual consent may agree to modifications or additions to this Agreement. All such modifications or additions shall be in writing and approved by both parties.

23. Notices. All notices required to be given by the parties shall be deemed given to the parties by depositing the same in the United States mail, postage prepaid, addressed to the following.

### ENTIRE AGREEMENT

This instrument constitutes:

The entire agreement and understanding between the parties and no statements, promises, or inducements made by any party hereto which is not contained herein shall be binding or valid and this contract may not be altered, modified or enlarged except in writing signed by both parties hereto.

This contract can only be terminated for good cause.

TERMINATION: This contract may be terminated by either party, by giving to the other written notification within 30 days prior to termination with the reason stated herein. At that time the party shall have to remedy such reasons to the other parties reasonable satisfaction. After the 30 day period if said problem is not remedied to the reasonable satisfaction of the complaining party, this contract shall terminate. This agreement shall be binding upon the successors, assignees, transferee, and leases of the properties.

Executed at \_\_\_\_\_ on the first above written.

Aquatic Adventures

Grand Panama Beach Resort  
Condominium Owners Association Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

## SCHEDULE A

### **Chair and umbrella rental prices (plus tax):**

- 1 day \$50 plus tax
- 3+ days \$45/day plus tax
- 5+ days \$40/day plus tax
- 50/day or 280/week plus tax

### **Seasonal Chair (March 15-October 15)**

\$1,125.00 + tax

### **Parasail pricing (2 packages):**

- \$100 - mile ride, 600ft of tow line,
- \$120 -3-4 mile ride, 1000ft of tow line,

### **Banana Boat Rides**

\$40 per person, 2 mile ride

### **Paddle Boards**

\$30 per hour

### **Off Property Sales (plus tax)**

#### **Waverunner Tours**

\$129 per boat, 2 hour guided dolphin tour on waverunners

#### **Boat & Snorkeling Tours**

\$45 per person, 2 hour tour on a boat, 6 passenger limit per tour

#### **Pontoon Boat Rentals**

- \$250 half day rental (4 hours)
- \$400 full day rental
- 12 persons max per boat, all training and equipment provided

#### **Fishing Charters**

- 41' Infinity Custom
- 4 hours minimum, 24 hours maximum.
- \$250 per hour

#### **Coastal Yacht Charters**

- 55' Viking Yacht
- Starting at \$300 per hour

**\*All Prices Subject to change. For latest prices and availability please check website:**

[www.FunPCB.com](http://www.FunPCB.com)

[www.Coastalyachtcharterspcb.com](http://www.Coastalyachtcharterspcb.com)

# Goin' to the Beach!

## Beach Service

POWERED BY BEACHY





*Goin' to the Beach* Beach Service: Who We Are



**Mike Stange**  
*Chief Operations Officer*

**Brian McConnell**  
*Vice President Operations*

**Nick Bland**  
*Director of Club Operations*

Nestled against the picturesque backdrop of Panama City Beach's pristine white sands, Goin' to the Beach Beach Service proudly embodies a commitment to core values that define our identity – the essence of GTTBBS.

Since our establishment in 2017, we have tirelessly pursued the creation of an unparalleled beach experience across all our locations. Our dedication to innovation is epitomized by our groundbreaking BEACHY technology, which transforms the beach experience into a realm of convenience and connectivity.

Central to our promise is the steadfast maintenance of our beach equipment. Meticulously cared for and of the highest quality in the industry, our equipment ensures your beach moments are characterized by comfort and enjoyment.

Our commitment to courteous service is the heartbeat of GTTBBS. Our team of local beach attendants embodies professionalism, warmth, and a genuine desire to enhance your beach excursion. With every interaction, we strive to create an atmosphere of hospitality that stays with you long after the waves have receded.

Underpinning our operations is dedicated management. We take pride in providing comprehensive beach management solutions that enable businesses and locations to optimize their coastal offerings. Our expertise ensures that every aspect of the beach experience is finely tuned for success.

As you embark on your beachfront adventure or explore our management solutions, remember that these core values are not just words but the very foundation on which Goin' to the Beach Beach Service stands. Join us in experiencing the epitome of beach excellence – where groundbreaking technology, meticulously maintained equipment, courteous service, and dedicated management converge to create unforgettable seaside memories.

*Goin' to the Beach* Beach Service: Our Mission



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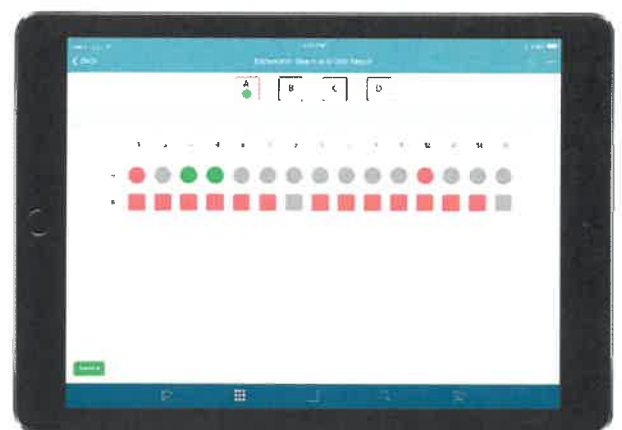
*Goin' to the Beach*® Beach Service aims to be the premier beach service company in Northwest Florida, focusing on quality customer service and satisfying resort owners and guests.

## Goin' to the Beach® Beach Service: What We Do



*Goin' to the Beach*® Beach Service is bringing the beach chair rental business into the 21st century. By working with industry experts, like Beachy, we are at the leading edge of beach service technology. Through Beachy, guests can reserve their beach chair and umbrella rentals from *Goin' to the Beach*® Beach Service and select exactly where they will be located.

In addition to beach chair and umbrella rentals, *Goin' to the Beach*® Beach Service also offers value-add services. In July 2017, the City of Panama City Beach approved allowing bonfires on the beach for the first time in the city's history. The *Goin' to the Beach*® Beach Service team has developed close relationships with city officials, allowing the permitting process to be streamlined and expedited to better serve our customers. *Goin' to the Beach*® Beach Service quickly hosted the very first beach bonfire on Panama City Beach, complete with fire pit setup and cleanup, applicable permits, folding chairs, a s'mores kit, and endless fun!



Mockup of Beachy App



## *Goin' to the Beach* Beach Service: Recent Success



### EDGEWATER BEACH & GOLF RESORT

On March 1, 2017, *Goin' to the Beach* Beach Service began operations behind Edgewater Beach & Golf Resort. On Edgewater's beach, *Goin' to the Beach* Beach Service has 165 sets of beach chairs – folding chairs and loungers – with accompanying cushions and umbrellas.

With the convenience of being able to reserve beach chairs on Beachy, *Goin' to the Beach* Beach Service has streamlined the check-in process, allowing guests to skip the lines and immediately begin enjoying their day on the beach.

*Goin' to the Beach* Beach Service offers unparalleled customer service to resort guests, which not only increases the attraction of beach chair rentals but also brings guests back to the resort for future vacations – keeping owners satisfied!

*Goin' to the Beach* Beach Service: Testimonials

**GP** GRAND  
PANAMA  
BEACH RESORT



"The beach is flawlessly maintained and clean!"

– Jon H., Guest Review on TripAdvisor

"The beach was amazing and the staff was friendly."

– Damian S., Guest Review on TripAdvisor

"Our family travels to Panama City Beach annually and we spend most of our time on the beach. The beach rental service at Goin' to the Beach is extremely accommodating and takes excellent care to make you happy and comfortable. We will be back!"

– Jayme M., Guest Review on TripAdvisor

The beach chair service was perfect. There are wave runners, parasailing, SCUBA, paddle boarding and all other beach attractions you can name."

– G. N., Guest Review on TripAdvisor

Me and my family recently visited the beach and we had an amazing experience! The guys were super helpful and everything was just as we expected it would be. I highly recommend using them next time you are in Panama City! We will definitely be using this service every time we visit.

-Julianna Christopher, Guest Review on Google

August 28th, 2023

We are pleased to present this comprehensive proposal on behalf of Goin' to the Beach® Beach Service, outlining our commitment to providing exceptional beach services to Grand Panama Beach Resort. With our unwavering dedication to service excellence, innovative technology, and meticulous attention to detail, we are confident that Goin' to the Beach® Beach Service can elevate the beach experience for the resort's unit owners, guests, and invitees.

Contract Term:

The proposed contract term for our beach services at Grand Panama Beach Resort is three years, ensuring a stable and mutually beneficial partnership.

Pricing and Financial Arrangements:

Goin' to the Beach® Beach Service will have the liberty to establish its own pricing structure. In return for the rights to provide beach services, we agree to pay Grand Panama Beach Resort an annual amount of \$70,000, payable in monthly installments of \$14,000 from April to August.

Beach Equipment and Maintenance:

We commit to providing and maintaining all beach chairs required for the contract period(s). Our team will ensure that the equipment is kept in excellent condition and arranged in an orderly manner to enhance the overall beach experience.

Insurance and Liability:

Goin' to the Beach® Beach Service will list Grand Panama Beach Resort as additionally insured on our Certificate of Insurance. We further agree to indemnify the resort from any liabilities arising from beach service operations.

Public Relations:

Our team places high importance on nurturing and maintaining positive public relations with Grand Panama Beach Resort's unit owners, their guests, and invitees. We understand that excellent service is not only about the physical setup but also about creating memorable experiences.

Staffing and Expertise:

We commit to having at least one (1) staff member who is Red Cross certified present at the Grand Panama beach service location. Our skilled and courteous staff will enhance safety and provide assistance to beachgoers.

Operating Hours and Services:

Goin' to the Beach® Beach Service will operate from 8am to 6pm, from March 1st through October 31st. Additionally, we will offer the unique service of beach bonfires, including chairs, fire pit, s'mores kit, setup, and cleanup.

#### Special Offers for Owners:

To provide added value to Grand Panama Condo Owners, we offer a range of special offers:

- Non-Transferable Annual Sets for Condo Owners & Immediate Family at \$1,500
- Transferable Annual Sets for the 2024 & 2025 seasons at \$2,000 and \$2,500 respectively.

#### Bulk Rental Discounts:

For the 2026 season, Owners can take advantage of bulk rental discounts:

- 15 rentals at \$975 (15% discount)
- 30 rentals at \$1950 (20% discount)
- 45 rentals at \$2925 (25% discount)
- 60 rentals at \$3900 (30% discount)
- 75 rentals at \$4875 (35% discount)
- 90 rentals at \$5850 (40% discount)

#### Daily Rental for Grand Panama Guests:

We will offer a daily rental rate of \$65 for Grand Panama guests, providing them with a comfortable and enjoyable beach experience.

#### Beach Cleanliness:

Goin' to the Beach® Beach Service is committed to maintaining the pristine beauty of Grand Panama Beach Resort's beaches by regularly cleaning and removing trash and debris in compliance with governmental laws and regulations.

At Goin' to the Beach® Beach Service, we are excited about the opportunity to partner with Grand Panama Beach Resort to deliver outstanding beach services. Our commitment to professionalism, innovation, and customer satisfaction aligns seamlessly with the resort's dedication to providing an exceptional guest experience. We look forward to the prospect of creating lasting memories and setting new standards for beach excellence together.

Either party has the right to terminate this agreement after the completion of the first year of the contract, provided that a minimum of 60 days' written notice is given to the other party. In the event of such termination, all obligations and responsibilities under this agreement shall cease after the specified notice period. Both parties agree to conduct a comprehensive review of the partnership and its performance during the initial year prior to making a termination decision.

Please feel free to contact us to discuss this proposal further or address any questions you may have. Thank you for considering Goin' to the Beach® Beach Service as your beach service partner.

*Thank you!*

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Contact Us

Nick Bland

Phone: 850.235.7324

Email: [nbland@RCHospitalitySolutions.com](mailto:nbland@RCHospitalitySolutions.com)







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# PROPOSAL FOR GRAND PANAMA BEACH RESORT





Dear **Mr. Gilbert**,

Thank you for allowing Lazy Days Beach Service to present a proposal for beach service management at the **Grand Panama** on Panama City Beach. Lazy Days Beach Rentals has been in operation since 1985, managing beach services for condominiums and hotel resorts in multiple beach locations in Florida, including Panama City Beach, Okaloosa Island, Navarre Beach and Pensacola Beach. We currently operate at the Beachside, Bikini, Springhill Suites Marriott, Margaritaville and the Hyatt Place in Panama City Beach. Most of our portfolio is with condominiums, so we are very familiar with working for boards and owners.

We have included an overview of our company and 4 OPTIONS for services at the Grand Panama. Our company is focused on delivering exceptional value to our clients through excellence in service.

Please check out our online reputation by clicking here on [Google](#), [Facebook](#), and [TripAdvisor](#).

You can also visit our website [here](#) to see how your guests can preview our services before their arrival

We look forward to the opportunity to serve the owners at the Grand Panama.

Regards,

**Ryan Christopher**  
Lazy Days Beach Rentals



**\*\*The Information Contained in this Proposal is deemed Confidential\*\***



# WHO WE ARE

Throughout our years of experience, we have dedicated ourselves to guest satisfaction and outstanding customer service. Our personnel are equally committed to meeting customer needs, going above and beyond to pursue excellence, and maximizing profits for our clients.

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**Ashley Curd | Owner-Manager | 850.698.0928 |**

Ashley is a native to the Gulf Coast and has been in the beach service industry since he was 13. For over 18 years, he has worked with Lazy Days and established the business as a leader in the beach service industry within the Florida Panhandle. Through determination and strong passion, Ashley single handedly eliminated the status quo of beach service and set a new standard of excellence.



**Ryan Christopher | Owner | 850.698.6093 |  
s.ryan.christopher@gmail.com**

Originally from Atlanta, Ryan attended FSU earning a bachelor's degree in Finance and Hospitality Administration. Ryan spent the next 25 years immersed in the hotel and vacation rental lodging and property management business, working for well known brands like Marriott, Hilton, and Wyndham. Ryan joined Lazy Days in 2016.



**Trevor Teschel | Director of Operations | 850.501.6756**

Trevor is a native to the Florida panhandle and has been with Lazy Days for over 7 years. He joined the United States Navy when he was 21 and was stationed in Washington State, Japan, Qatar and Iraq. Trevor currently attends the University of West Florida, studying Logistics and Sales Management. Being a veteran of our armed forces, he has been a key player in the development of structure and discipline within our company.



# Our Services



Since its foundation in 1985, Lazy Days Beach Service has earned a reputation of providing superior beach service concessions to thousands of guests and owners arriving season after season to visit the pristine waters along the Florida Coast. Lazy Days has expanded and continues to grow, partnering with the top brands in the hospitality industry to manage their beaches.

Many of these agreements have been in place for nearly 20 years!

## What we offer to your guests:



Beach Sets



Surfboards & Paddleboards



Electric Beach Wheelchairs



Jetskis



Catamaran



Beach Cruisers



Kayaks



Delivery Services



Beach Wedding Arrangements

# OUR OPERATIONS

Lazy Days pride ourselves on service from the moment the guest comes to the dune walkover by greeting all guests, assisting them with their coolers/beach gear if needed, and guiding them to their beach setup. Guests can book online as well, which allows the guests to have a faster check-in process and begin their vacation planning before arrival. We help all guests regardless of whether they choose our rental services, as they are all guests of the resort and we want to represent the brand exceptionally well so they return year after year.

We will staff the Grand Panama with a dedicated onsite attendant at all times, increasing the staffing to 2 full time attendants during spring break and summer. We will utilize part time staff to assist with the setup and breakdown to ensure efficiency and focus. We open our season March 1 through October 31, 7 days per week (weather permitting), opening daily at 7:30 am until 5pm, extending to 6pm in the summer months.

The staff will work off phones and IPADs to access our beach point of sale software, which allows the attendant to see a digital map of setup, with names of guests/owners in any reserved beach set, and provide any notes on guest or owner preference. Throughout the day the attendants will sweep the property collecting and picking up trash to keep beaches clean. The attendants will also continue to check in with the guests and owners, offering to change the location of the umbrella to ensure sun coverage, cleaning up the chairs and loungers while guests/owners have stepped away from the beach. We often serve as local concierges, so train our staff to recommend the best spots locally for guests to patron. The digital software allows Lazy Days to provide very detailed and transparent reporting of financial operations as needed.

We typically operate on a first come first served basis with patrons each day, but work with all to ensure we get them on the front row. We introduced an optional reservation fee for \$15/daily if guests would like to reserve their spot in advance to avoid getting up early and waiting in line. We adapt this policy based on the board's desires as some boards want different procedures for owners to reserve sets. We hold reserved sets to noon, then release them back to availability so guests are not looking at empty front row sets all day.

We will tag any damaged equipment and remove from the beach for repairs. All equipment is regularly maintained and under warranty with the manufacturer.





# OUR OFFER

Lazy Days will provide **NEW** beach vending equipment, including chairs, umbrellas, tables, loungers, cabanas, big umbrellas, paddleboards, kayaks, Water Parks, Waverunners and Parasail. Lazy Days will provide onsite attended service between March 1 and October 31 (defined as the Season). Lazy Days will offer discounted seasonal plans for purchase as well as daily/weekly pricing options for guests/owners. A beach setup is defined as 2 loungers or 2 chairs and an umbrella.

The information shared in this Proposal is deemed **CONFIDENTIAL**, to be used by the Board of Directors, or an assigned Committee of owners only, to choose a beach vendor.

- **OPTION 1** - Lazy Days will pay the HOA **\$75,000 per year** for exclusive onsite beach concessions.
  - Lazy Days will pay **\$37,500 upon execution of the agreement and the remaining \$37,500 by 3/15/24 - (Year 1 only)**
  - **Gold Seasonal Plan (\$1250)** -Includes one beach setup when the unit occupied during the season.
  - **UPGRADE to a Platinum Plan for (\$600) more.** Includes beach setup, plus one table, and daily hourly rental of kayak or paddleboard when unit is occupied.
  
- **OPTION 2** - Lazy Days will pay the HOA **\$90,000 per year** for exclusive onsite beach concessions.
  - Lazy Days will pay **\$45,000 upon execution of the agreement and the remaining \$45,000 by 3/15/24 - (Year 1 only)**
  - **Gold Seasonal Plan (\$1475)** -Includes one beach setup when the unit occupied during the season
  - **UPGRADE to a Platinum Plan for (\$600) more.** Include beach setup, plus one table, and daily hourly rental of kayak or paddleboard when unit is occupied.
  
- **OPTION 3** - Lazy Days will pay the HOA **\$110,000 per year** for exclusive onsite beach concessions.
  - Lazy Days will pay **\$55,000 upon execution of the agreement and the remaining \$55,000 by 3/15/24 - (Year 1 only)**
  - **Gold Seasonal Plan (\$1675)** -Includes one beach setup when the unit occupied during the season
  - **UPGRADE to a Platinum Plan for (\$600) more.** Include beach setup, plus one table, and daily hourly rental of kayak or paddleboard when unit is occupied.
  
- **OPTION 4** - Lazy Days will pay the HOA **\$145,000 per year** for exclusive onsite beach concessions.
  - Lazy Days will pay **\$72,500 upon execution of the agreement and the remaining \$72,500 by 3/15/24 - (Year 1 only)**
  - **NO Discounted Seasonal Plans offered. All transactions are paid at published daily rates**

**\*\*\*\*\*ALL OPTIONS - The deeded Immediate Owner (up to 2 names) will receive one\*\*\*\*\* complimentary beach setup during occupancy. Does not apply to relatives, children, friends, etc.**





[www.lazydaysbeachservice.com](http://www.lazydaysbeachservice.com)



[www.lazydaysbeachrentals@gmail.com](mailto:www.lazydaysbeachrentals@gmail.com)



850-698-0928

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# 2023 Beach Service Rental Rates



Relax. Play. Explore

Lazydaysbeachrentals@gmail.com

Lazydaysbeachservice.com

850.698.0928

## 2023 Beach Rental Rates

### Beach Chair Set

\*\*\*Set includes two chairs and one umbrella\*\*\*

1 Hour	\$17.50
1-Day	\$50.00

### Multi-Day Discounts

2-Day	\$100.00
3-Day	\$150.00
4-Day	\$190.00
5-Day	\$230.00
6-Day	\$250.00
7-Day	\$270.00
Additional Days	\$20.00

### Watersports

#### Stand-up Paddleboard (S.U.P.)

1 Hour	\$30.00
1-Day	\$90.00

#### Single or Double-Person Kayak

1-Hour	\$30.00
1-Day	\$90.00

### Additional Rentals

Cabana	\$25.00/Day
Additional Umbrella	\$25.00/Day
Wooden Cocktail Table	\$10.00/Day
S.U.P./Surf lessons	\$55.00/Hour
Bicycle	\$35.00/Day
Manual Beach Wheelchair	\$55.00/Day

\*\*\*ALL PRICES INCLUDE LOCAL AND STATE SALES TAX\*\*\*



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## Client Reference List 2023

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# Reference List

1. Tyler Davies (GM Hyatt Resort PCB) (970) 692-3577 [tyler.davies@hyatt.com](mailto:tyler.davies@hyatt.com)
2. Russel Kinslow (GM Beachside Resort PCB) (850) 276 4825 [russell@innisfreehotels.com](mailto:russell@innisfreehotels.com)
3. Katja Chatfield (GM Springhill Suites Marriott PCB) (931) 802 9248  
[katjachatfield@hotmail.com](mailto:katjachatfield@hotmail.com)
4. Gabe DiCianni (Regional Director Innisfree Hotels) (850) 393-0066  
[gabe@innisfreehotels.com](mailto:gabe@innisfreehotels.com)
5. Josh Sessums (Beach Club Resort) (850) 533-9187 [josh@portofinoisland.com](mailto:josh@portofinoisland.com)
6. Phyllis Shanks (Vacasa Regional Director) (850) 797-6730 [phyllis.shanks@vacasa.com](mailto:phyllis.shanks@vacasa.com)
7. Tim Carn (Director of Operations Southern Resorts) (850) 549-8881  
[timc@gosouthern.com](mailto:timc@gosouthern.com)
- 8 Faye Perry (HOA manager Summerinds Resort) (850) 533-9969 [faye@virtuousmg.com](mailto:faye@virtuousmg.com)
9. Russ Owens (HOA Manager Waterscape Resort) (850) 737-0015  
[rowens@cmacommunities.com](mailto:rowens@cmacommunities.com)
10. Mark Lilliard (Board President Island Echos) (703) 963-5555 [mlillard@pennoni.com](mailto:mlillard@pennoni.com)
11. Aaron Webber (Owner RDF HOA management) (850) 200-5009 [aaron@rdfassociates.com](mailto:aaron@rdfassociates.com)
12. Daneille Waltman (HOA Manager Island Echos) (850) 533-1065  
[danielle.waltman@vacasa.com](mailto:danielle.waltman@vacasa.com)
13. Jeffrey Mordas (Board President Waterscape Resort) (404) 915-0135 [jbmordas@gmail.com](mailto:jbmordas@gmail.com)
14. Jim Edge (Board President Blu Resort) (615) 405-2482 [jedge2570@gmail.com](mailto:jedge2570@gmail.com)
15. Anthony Eman (Hampton Inn GM) (916) 747-9145 [aeman@innisfreehotels.com](mailto:aeman@innisfreehotels.com)
16. Jason Nicholson (VP Innisfree Hotels) (850) 393-0067 [jason@innisfreehotels.com](mailto:jason@innisfreehotels.com)
17. Kari Randle (Margaritaville Hotel GM) (850) 696-9173 [krandle@margaritaville.com](mailto:krandle@margaritaville.com)
18. Julian McQueen (Owner Innisfree Hotels) [julian@innisfreehotels.com](mailto:julian@innisfreehotels.com)
19. Terry Branch (GM Hilton Hotel) (850) 572-7091 [tbranch@innisfreehotels.com](mailto:tbranch@innisfreehotels.com)
20. Vic Bindi (Board President Beach Club Resort) (850) 463-7688  
[suncoasterproperties@gmail.com](mailto:suncoasterproperties@gmail.com)

# ADDITIONAL SERVICES



Pool Deck Management



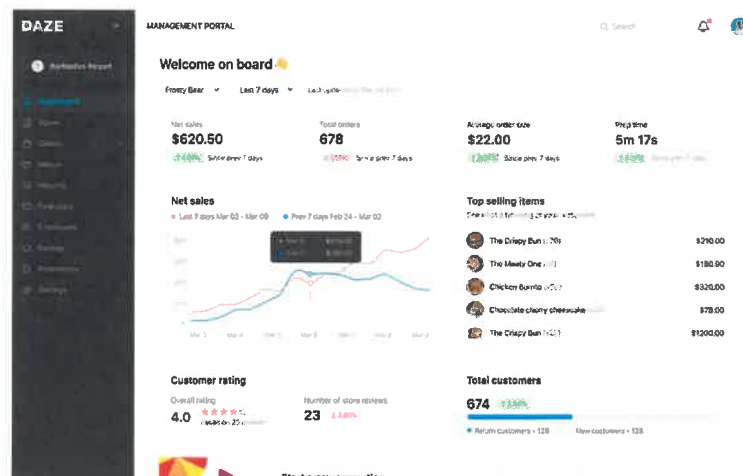
Bonfires



Beach Picnics & Bonfires



Electronic Safety Box



F&B Management software



# Beach Concession Agreement

## Grand Panama Condominium Service Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between Lazy Days Beach Rentals 2, LLC hereinafter referred to as the "Vendor" and **Grand Panama Association Inc.** hereinafter referred to as the "Company" pertaining to the beachfront concessions management on the property located at **11807 Front Beach Road; Panama City Beach, FL 32407** is to verify and bind the duties negotiated and determined between the two parties for the management and concession rights to the hotel beach frontage and surrounding area/areas, hereinafter referred to as the "Beach."

1. Location: This agreement shall pertain to the beach area specified at the **Grand Panama Condominium**. The Initial Term of this agreement shall commence on January 1<sup>st</sup>, 2024 and shall continue for a period of three (3) years on the terms set forth herein and thereafter shall automatically renew for successive three (3) year terms (each such three-year term a "Renewal Term", unless either party delivers written notice of non-renewal not less than sixty (60) days prior to the expiration of the current term. After the Initial Term, this Agreement may be terminated by either party, without cause, giving at least sixty (60) days written notice.
2. Condition of Agreement: In exchange for the right to operate exclusive concessions on the Company beach, Vendor agrees as follows:
  - a. Provide evidence of liability insurance in the amount of \$2,000,000.00 in aggregate and \$1,000,000 per occurrence with **Grand Panama Condominium Association Inc.** named as an additional insured.
  - b. Provide evidence of Florida worker's compensation insurance
  - c. Provide and enforce the use of uniforms to beach attendants including but not limited to t-shirts, polo shirts, board shorts, hats, hoodies, etc. Should Company find such uniforms unacceptable, it shall notify Vendor in writing upon such notification. Vendor will take all reasonable measures to provide acceptable uniforms immediately.
  - d. Provide daily general cleanup of visible trash in beachfront concession area.
  - e. Vendor will provide common knowledge of local attractions to guests and shall act as beach concierges. We hold our guests in the highest regard

and expect all Lazy Days staff to ensure a memorable and safe experience.

- g. Provide certified beach attendant(s) at all times on a daily basis, weather permitting, between the hours of 8:00AM and 5:00PM from March 1<sup>st</sup> – May 20<sup>th</sup>, and September 5<sup>th</sup> – October 31<sup>st</sup>. Operating hours will be extended from 8:00AM to 6:00PM from May 21<sup>st</sup> - September 4<sup>th</sup>. Vendor will operate seven days a week weather permitting.
- h. Provide Company with proof of all necessary licenses.
- k. Provide an adequate number of beach chairs and umbrellas to accommodate guests. New equipment will be used for the Initial Term. All equipment will be kept in good condition and refurbished after every season. Any damaged equipment will be removed and replaced immediately. Company reserves the right to prohibit the rental of any item that it deems objectionable or dangerous. This judgment will be made at Company's sole discretion. Company will not operate internally or allow any competitive entity to operate similar concessions as offered by Vendor at Location.
- l. Provide self-propelling/man powered rental items such as kayaks, boogie boards, SUP boards, and surfboards. Company has approved such equipment for use as rental.
- m. Provide assistance to guests with the scheduling of off-property water activities such as local dining, attractions, venues, and transportation options. Vendor understands that its employees are ambassadors of Company.
- n. Vendor will comply with all applicable and state laws governing its business operation and shall be responsible for all fees and taxes associated therewith.
- o. Vendor shall not sublease any phase of the services related to this contract without express prior written consent of Company.
- p. Vendor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection to the work related to this contract. Vendor must take all reasonable protections to prevent damage, injury or loss to: (i) employees on the Beach and other persons who may be affected thereby; (ii) the work, materials and equipment to be incorporated therein; and (iii) other property at the site or adjacent thereto.
- q. Vendor must promptly remedy all damage or loss to any property caused in whole or in part by Vendor or anyone directly or indirectly employed by

any of them, or by anyone for whose acts any of them may be liable. Vendor is responsible to Company for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under this contract.

3. **Periodic Payment:** Vendor will pay Company a minimum guarantee of \$75,000 for the exclusive rights for the beach concessions. Payments will be made periodically each year as follows: June 15<sup>th</sup> \$15,000, July 15<sup>th</sup> \$15,000, August 15<sup>th</sup> \$15,000, September 15<sup>th</sup> \$15,000, and October 15<sup>th</sup> \$15,000.  
In the event an unforeseen natural or unnatural catastrophic event occurs that prohibits Vendor from operating in a normal function (ie. hurricane, natural disaster, state of emergency, pandemic, etc.), Company will not hold Vendor responsible for guaranteed payment schedule but will accept 30% of sales for the affected year due to the unavoidable business interruption.
4. Payment made by Vendor will include all applicable state and local sales taxes. Vendor will not be liable for any additional payments for taxes above normal monthly payment.
5. The annual membership rates for rental units are included in Exhibit A. Immediate owners receive one complimentary beach setup per day during occupancy of unit. The owner must be on deed and is limited to 2 names per unit.
6. **Correction of Problems:** Vendor will resolve any guest satisfaction or service issue within twenty-four (24) hours from the time Company notifies Vendor of an issue. Problems deemed out of control of Vendor will be communicated to hotel management immediately.
7. **Termination upon Breach:** If either party fails to pay when due any amount owing under this agreement and that failure continues for 10 Business Days, then either party may terminate this agreement, with immediate effect, by giving Notice to the other party.  
**Any Other Breach:** If either party commits any material breach or material default in the performance of any obligation under this agreement (other than the obligation to pay money), and the breach or default continues for a period of 5 Business Days after the other party delivers Notice to it reasonably detailing the breach or default, then the other party may terminate this agreement, with immediate effect, by giving Notice to the first party.
8. **Indemnification:** Vendor shall indemnify, defend and forever hold Company, its parent companies and affiliates and all of their officers, directors, employees,

agents, successors and assigns harmless against and in respect of any and all obligations, claims, losses, causes of action, suits, proceedings, awards, judgments, settlements, demands, damages, costs, expenses, fines, penalties, deficiencies, and taxes (including reasonable attorneys' fees and costs of litigation) that may be incurred by them arising out of , in connection with, or that may be incurred as a result of Vendor's gross negligence, misfeasance, intentional acts or dereliction in the performance of services hereunder or as a result of a breach by Vendor of any of the covenants or warranties given herein. This indemnity does not apply to any negligence, or any willful, wanton or intentional acts of Company or any of its agents, contractors or representatives. The foregoing obligations of the Vendor are in addition to the other obligations under this contract. This provision shall survive the termination or expiration of this contract.

9. Florida Law: This contract shall be governed by and construed in accordance with the laws of the State of Florida, and the venue for any action to enforce or interpret its terms shall lie solely in Escambia County, Florida.
10. Attorney's Fees: If any litigation is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including a reasonable attorney's fee, through all appellate levels.
11. Entire Agreement: This document contains the entire agreement of the parties with regard to the subject matter hereof. No changes to it shall be valid unless in writing and dated and signed by each party. Any other prior agreements between these parties relating to said subject matter are hereby superseded.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Signature \_\_\_\_\_

Ryan Christopher  
Owner

Lazy Days Beach Rentals 2 LLC  
100 Northcliff Dr, #894  
Gulf Breeze, FL 32561



Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Property: \_\_\_\_\_



# Exhibit A 2024 Beach Rental Rate

## Beach Chair Set

\*\*\*Set includes two chairs/ or lounges and one umbrella\*\*\*

Gold Seasonal Membership .....\$1,250  
(Includes 1 beach set during owner or guest occupancy for the season)

Platinum Seasonal Membership.....\$1,800  
(Includes Gold membership, plus table, a daily hourly rental of kayak or paddleboard. Owners also receive a 2<sup>nd</sup> comp set during occupancy.

1 Hour.....\$15.00

1-Day.....\$50.00

## Multi-Day Discounts

2-Day.....\$ 100.00

3-Day.....\$ 150.00

4-Day.....\$ 190.00

5-Day.....\$ 230.00

6-Day.....\$ 250.00

7-Day.....\$ 270.00

Additional Umbrella.....\$25.00/Day

Wooden Cocktail Table.....\$10.00/Day

## Stand-up Paddleboard (S.U.P.)

1 Hour.....\$30.00

1-Day.....\$90.00

## Single or Double Person Kayak

1 Hour.....\$30.00

1-Day.....\$90.00

\*RATES SUBJECT TO CHANGE ANNUALLY

# Beach Concession Agreement

## Grand Panama Condominium Service Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between Lazy Days Beach Rentals 2, LLC hereinafter referred to as the "Vendor" and **Grand Panama Association Inc.** hereinafter referred to as the "Company" pertaining to the beachfront concessions management on the property located at **11807 Front Beach Road; Panama City Beach, FL 32407** is to verify and bind the duties negotiated and determined between the two parties for the management and concession rights to the hotel beach frontage and surrounding area/areas, hereinafter referred to as the "Beach."

1. Location: This agreement shall pertain to the beach area specified at the **Grand Panama Condominium**. The Initial Term of this agreement shall commence on January 1<sup>st</sup>, 2024 and shall continue for a period of three (3) years on the terms set forth herein and thereafter shall automatically renew for successive three (3) year terms (each such three-year term a "Renewal Term", unless either party delivers written notice of non-renewal not less than sixty (60) days prior to the expiration of the current term. After the Initial Term, this Agreement may be terminated by either party, without cause, giving at least sixty (60) days written notice.
2. Condition of Agreement: In exchange for the right to operate exclusive concessions on the Company beach, Vendor agrees as follows:
  - a. Provide evidence of liability insurance in the amount of \$2,000,000.00 in aggregate and \$1,000,000 per occurrence with **Grand Panama Condominium Association Inc.** named as an additional insured.
  - b. Provide evidence of Florida worker's compensation insurance
  - c. Provide and enforce the use of uniforms to beach attendants including but not limited to t-shirts, polo shirts, board shorts, hats, hoodies, etc. Should Company find such uniforms unacceptable, it shall notify Vendor in writing upon such notification. Vendor will take all reasonable measures to provide acceptable uniforms immediately.
  - d. Provide daily general cleanup of visible trash in beachfront concession area.
  - e. Vendor will provide common knowledge of local attractions to guests and shall act as beach concierges. We hold our guests in the highest regard

and expect all Lazy Days staff to ensure a memorable and safe experience.

- g. Provide certified beach attendant(s) at all times on a daily basis, weather permitting, between the hours of 8:00AM and 5:00PM from March 1<sup>st</sup> – May 20<sup>th</sup>, and September 5<sup>th</sup> – October 31<sup>st</sup>. Operating hours will be extended from 8:00AM to 6:00PM from May 21<sup>st</sup> - September 4<sup>th</sup>. Vendor will operate seven days a week weather permitting.
- h. Provide Company with proof of all necessary licenses.
- k. Provide an adequate number of beach chairs and umbrellas to accommodate guests. New equipment will be used for the Initial Term. All equipment will be kept in good condition and refurbished after every season. Any damaged equipment will be removed and replaced immediately. Company reserves the right to prohibit the rental of any item that it deems objectionable or dangerous. This judgment will be made at Company's sole discretion. Company will not operate internally or allow any competitive entity to operate similar concessions as offered by Vendor at Location.
- l. Provide self-propelling/man powered rental items such as kayaks, boogie boards, SUP boards, and surfboards. Company has approved such equipment for use as rental.
- m. Provide assistance to guests with the scheduling of off-property water activities such as local dining, attractions, venues, and transportation options. Vendor understands that its employees are ambassadors of Company.
- n. Vendor will comply with all applicable and state laws governing its business operation and shall be responsible for all fees and taxes associated therewith.
- o. Vendor shall not sublease any phase of the services related to this contract without express prior written consent of Company.
- p. Vendor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection to the work related to this contract. Vendor must take all reasonable protections to prevent damage, injury or loss to: (i) employees on the Beach and other persons who may be affected thereby; (ii) the work, materials and equipment to be incorporated therein; and (iii) other property at the site or adjacent thereto.
- q. Vendor must promptly remedy all damage or loss to any property caused in whole or in part by Vendor or anyone directly or indirectly employed by



any of them, or by anyone for whose acts any of them may be liable. Vendor is responsible to Company for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under this contract.

3. **Periodic Payment:** Vendor will pay Company a minimum guarantee of \$90,000 for the exclusive rights for the beach concessions. Payments will be made periodically each year as follows: June 15<sup>th</sup> \$18,000, July 15<sup>th</sup> \$18,000, August 15<sup>th</sup> \$18,000, September 15<sup>th</sup> \$18,000, and October 15<sup>th</sup> \$18,000.  
In the event an unforeseen natural or unnatural catastrophic event occurs that prohibits Vendor from operating in a normal function (ie. hurricane, natural disaster, state of emergency, pandemic, etc.), Company will not hold Vendor responsible for guaranteed payment schedule but will accept 30% of sales for the affected year due to the unavoidable business interruption.
4. **Payment made by Vendor will include all applicable state and local sales taxes. Vendor will not be liable for any additional payments for taxes above normal monthly payments.**
5. **Immediate owners receive one complimentary beach setup per day during occupancy of unit. The owner must be on deed and is limited to 2 names per unit. The annual membership and daily rates for rental units are included in Exhibit A.**
6. **Correction of Problems:** Vendor will resolve any guest satisfaction or service issue within twenty-four (24) hours from the time Company notifies Vendor of an issue. Problems deemed out of control of Vendor will be communicated to hotel management immediately.
7. **Termination upon Breach:** If either party fails to pay when due any amount owing under this agreement and that failure continues for 10 Business Days, then either party may terminate this agreement, with immediate effect, by giving Notice to the other party.  
**Any Other Breach:** If either party commits any material breach or material default in the performance of any obligation under this agreement (other than the obligation to pay money), and the breach or default continues for a period of 5 Business Days after the other party delivers Notice to it reasonably detailing the breach or default, then the other party may terminate this agreement, with immediate effect, by giving Notice to the first party.
8. **Indemnification:** Vendor shall indemnify, defend and forever hold Company, its parent companies and affiliates and all of their officers, directors, employees,

agents, successors and assigns harmless against and in respect of any and all obligations, claims, losses, causes of action, suits, proceedings, awards, judgments, settlements, demands, damages, costs, expenses, fines, penalties, deficiencies, and taxes (including reasonable attorneys' fees and costs of litigation) that may be incurred by them arising out of , in connection with, or that may be incurred as a result of Vendor's gross negligence, misfeasance, intentional acts or dereliction in the performance of services hereunder or as a result of a breach by Vendor of any of the covenants or warranties given herein. This indemnity does not apply to any negligence, or any willful, wanton or intentional acts of Company or any of its agents, contractors or representatives. The foregoing obligations of the Vendor are in addition to the other obligations under this contract. This provision shall survive the termination or expiration of this contract.

9. Florida Law: This contract shall be governed by and construed in accordance with the laws of the State of Florida, and the venue for any action to enforce or interpret its terms shall lie solely in Escambia County, Florida.
10. Attorney's Fees: If any litigation is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including a reasonable attorney's fee, through all appellate levels.
11. Entire Agreement: This document contains the entire agreement of the parties with regard to the subject matter hereof. No changes to it shall be valid unless in writing and dated and signed by each party. Any other prior agreements between these parties relating to said subject matter are hereby superseded.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Signature \_\_\_\_\_

Ryan Christopher  
Owner

Lazy Days Beach Rentals 2 LLC  
100 Northcliff Dr, #894  
Gulf Breeze, FL 32561



Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Property: \_\_\_\_\_



# Exhibit A 2024 Beach Rental Rates

## Beach Chair Set

\*\*\*Set includes two chairs/ or lounges and one umbrella\*\*\*

Gold Seasonal Membership .....\$1,475

(Includes 1 beach set during owner or guest occupancy for the season)

Platinum Seasonal Membership.....\$2,075

(Includes Gold membership, plus table, a daily hourly rental of kayak or paddleboard. Owners also receive a 2<sup>nd</sup> comp set during occupancy.

1 Hour.....\$17.50

1-Day.....\$50.00

## Multi-Day Discounts

2-Day.....\$100.00

3-Day.....\$ 150.00

4-Day.....\$190.00

5-Day.....\$230.00

6-Day.....\$ 250.00

7-Day.....\$ 270.00

Additional Umbrella.....\$ 25.00/Day

Wooden Cocktail Table.....\$10.00/Day

## Stand-up Paddleboard (S.U.P.)

1 Hour.....\$30.00

1-Day.....\$90.00

## Single or Double Person Kayak

1 Hour.....\$30.00

1-Day.....\$90.00

RATES SUBJECT TO CHANGE ANNUALLY

# Beach Concession Agreement

## Grand Panama Condominium Service Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between Lazy Days Beach Rentals 2, LLC hereinafter referred to as the "Vendor" and **Grand Panama Association Inc.** hereinafter referred to as the "Company" pertaining to the beachfront concessions management on the property located at **11807 Front Beach Road; Panama City Beach, FL 32407** is to verify and bind the duties negotiated and determined between the two parties for the management and concession rights to the hotel beach frontage and surrounding area/areas, hereinafter referred to as the "Beach."

1. Location: This agreement shall pertain to the beach area specified at the **Grand Panama Condominium**. The Initial Term of this agreement shall commence on January 1<sup>st</sup>, 2024 and shall continue for a period of three (3) years on the terms set forth herein and thereafter shall automatically renew for successive three (3) year terms (each such three-year term a "Renewal Term", unless either party delivers written notice of non-renewal not less than sixty (60) days prior to the expiration of the current term. After the Initial Term, this Agreement may be terminated by either party, without cause, giving at least sixty (60) days written notice.
2. Condition of Agreement: In exchange for the right to operate exclusive concessions on the Company beach, Vendor agrees as follows:
  - a. Provide evidence of liability insurance in the amount of \$2,000,000.00 in aggregate and \$1,000,000 per occurrence with **Grand Panama Condominium Association Inc.** named as an additional insured.
  - b. Provide evidence of Florida worker's compensation insurance
  - c. Provide and enforce the use of uniforms to beach attendants including but not limited to t-shirts, polo shirts, board shorts, hats, hoodies, etc. Should Company find such uniforms unacceptable, it shall notify Vendor in writing upon such notification. Vendor will take all reasonable measures to provide acceptable uniforms immediately.
  - d. Provide daily general cleanup of visible trash in beachfront concession area.
  - e. Vendor will provide common knowledge of local attractions to guests and shall act as beach concierges. We hold our guests in the highest regard

and expect all Lazy Days staff to ensure a memorable and safe experience.

- g. Provide certified beach attendant(s) at all times on a daily basis, weather permitting, between the hours of 8:00AM and 5:00PM from March 1<sup>st</sup> – May 20<sup>th</sup>, and September 5<sup>th</sup> – October 31<sup>st</sup>. Operating hours will be extended from 8:00AM to 6:00PM from May 21<sup>st</sup> - September 4<sup>th</sup>. Vendor will operate seven days a week weather permitting.
- h. Provide Company with proof of all necessary licenses.
- k. Provide an adequate number of beach chairs and umbrellas to accommodate guests. New equipment will be used for the Initial Term. All equipment will be kept in good condition and refurbished after every season. Any damaged equipment will be removed and replaced immediately. Company reserves the right to prohibit the rental of any item that it deems objectionable or dangerous. This judgment will be made at Company's sole discretion. Company will not operate internally or allow any competitive entity to operate similar concessions as offered by Vendor at Location.
- l. Provide self-propelling/man powered rental items such as kayaks, boogie boards, SUP boards, and surfboards. Company has approved such equipment for use as rental.
- m. Provide assistance to guests with the scheduling of off-property water activities such as local dining, attractions, venues, and transportation options. Vendor understands that its employees are ambassadors of Company.
- n. Vendor will comply with all applicable and state laws governing its business operation and shall be responsible for all fees and taxes associated therewith.
- o. Vendor shall not sublease any phase of the services related to this contract without express prior written consent of Company.
- p. Vendor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection to the work related to this contract. Vendor must take all reasonable protections to prevent damage, injury or loss to: (i) employees on the Beach and other persons who may be affected thereby; (ii) the work, materials and equipment to be incorporated therein; and (iii) other property at the site or adjacent thereto.
- q. Vendor must promptly remedy all damage or loss to any property caused in whole or in part by Vendor or anyone directly or indirectly employed by



any of them, or by anyone for whose acts any of them may be liable. Vendor is responsible to Company for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under this contract.

3. **Periodic Payment:** Vendor will pay Company a minimum guarantee of \$110,000 for the exclusive rights for the beach concessions. Payments will be made periodically each year as follows: June 15<sup>th</sup> \$22,000, July 15<sup>th</sup> \$22,000, August 15<sup>th</sup> \$22,000, September 15<sup>th</sup> \$22,000, and October 15<sup>th</sup> \$22,000. In the event an unforeseen natural or unnatural catastrophic event occurs that prohibits Vendor from operating in a normal function (ie. hurricane, natural disaster, state of emergency, pandemic, etc.), Company will not hold Vendor responsible for guaranteed payment schedule but will accept 30% of sales for the affected year due to the unavoidable business interruption.
4. **Payment made by Vendor will include all applicable state and local sales taxes. Vendor will not be liable for any additional payments for taxes above normal monthly payments.**
5. **Immediate owners receive one complimentary beach setup per day during occupancy of unit. The owner must be on deed and is limited to 2 names per unit. The annual membership and daily rates for rental units are included in Exhibit A.**
6. **Correction of Problems:** Vendor will resolve any guest satisfaction or service issue within twenty-four (24) hours from the time Company notifies Vendor of an issue. Problems deemed out of control of Vendor will be communicated to hotel management immediately.
7. **Termination upon Breach:** If either party fails to pay when due any amount owing under this agreement and that failure continues for 10 Business Days, then either party may terminate this agreement, with immediate effect, by giving Notice to the other party.  
**Any Other Breach:** If either party commits any material breach or material default in the performance of any obligation under this agreement (other than the obligation to pay money), and the breach or default continues for a period of 5 Business Days after the other party delivers Notice to it reasonably detailing the breach or default, then the other party may terminate this agreement, with immediate effect, by giving Notice to the first party.
8. **Indemnification:** Vendor shall indemnify, defend and forever hold Company, its parent companies and affiliates and all of their officers, directors, employees,

agents, successors and assigns harmless against and in respect of any and all obligations, claims, losses, causes of action, suits, proceedings, awards, judgments, settlements, demands, damages, costs, expenses, fines, penalties, deficiencies, and taxes (including reasonable attorneys' fees and costs of litigation) that may be incurred by them arising out of , in connection with, or that may be incurred as a result of Vendor's gross negligence, misfeasance, intentional acts or dereliction in the performance of services hereunder or as a result of a breach by Vendor of any of the covenants or warranties given herein. This indemnity does not apply to any negligence, or any willful, wanton or intentional acts of Company or any of its agents, contractors or representatives. The foregoing obligations of the Vendor are in addition to the other obligations under this contract. This provision shall survive the termination or expiration of this contract.

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11. Entire Agreement: This document contains the entire agreement of the parties with regard to the subject matter hereof. No changes to it shall be valid unless in writing and dated and signed by each party. Any other prior agreements between these parties relating to said subject matter are hereby superseded.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Signature \_\_\_\_\_

Ryan Christopher  
Owner

Lazy Days Beach Rentals 2 LLC  
100 Northcliff Dr, #894  
Gulf Breeze, FL 32561



Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Property: \_\_\_\_\_



# Exhibit A 2024 Beach Rental Rates

## Beach Chair Set

\*\*\*Set includes two chairs/ or lounges and one umbrella\*\*\*

Gold Seasonal Membership .....\$1,675

(Includes 1 beach set during owner or guest occupancy for the season)

Platinum Seasonal Membership.....\$2,275

(Includes Gold membership, plus table, a daily hourly rental of kayak or paddleboard. Owners also receive a 2<sup>nd</sup> comp set during occupancy.

1 Hour.....\$17.50

1-Day.....\$50.00

## Multi-Day Discounts

2-Day.....\$100.00

3-Day.....\$ 150.00

4-Day.....\$190.00

5-Day.....\$230.00

6-Day.....\$ 250.00

7-Day.....\$ 270.00

Additional Umbrella.....\$ 25.00/Day

Wooden Cocktail Table.....\$10.00/Day

## Stand-up Paddleboard (S.U.P.)

1 Hour.....\$30.00

1-Day.....\$90.00

## Single or Double Person Kayak

1 Hour.....\$30.00

1-Day.....\$90.00

RATES SUBJECT TO CHANGE ANNUALLY

# Beach Concession Agreement

## Grand Panama Condominium Service Agreement

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2. Condition of Agreement: In exchange for the right to operate exclusive concessions on the Company beach, Vendor agrees as follows:
  - a. Provide evidence of liability insurance in the amount of \$2,000,000.00 in aggregate and \$1,000,000 per occurrence with **Grand Panama Condominium Association Inc.** named as an additional insured.
  - b. Provide evidence of Florida worker's compensation insurance
  - c. Provide and enforce the use of uniforms to beach attendants including but not limited to t-shirts, polo shirts, board shorts, hats, hoodies, etc. Should Company find such uniforms unacceptable, it shall notify Vendor in writing upon such notification. Vendor will take all reasonable measures to provide acceptable uniforms immediately.
  - d. Provide daily general cleanup of visible trash in beachfront concession area.
  - e. Vendor will provide common knowledge of local attractions to guests and shall act as beach concierges. We hold our guests in the highest regard

and expect all Lazy Days staff to ensure a memorable and safe experience.

- g. Provide certified beach attendant(s) at all times on a daily basis, weather permitting, between the hours of 8:00AM and 5:00PM from March 1<sup>st</sup> – May 20<sup>th</sup>, and September 5<sup>th</sup> – October 31<sup>st</sup>. Operating hours will be extended from 8:00AM to 6:00PM from May 21<sup>st</sup> - September 4<sup>th</sup>. Vendor will operate seven days a week weather permitting.
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- l. Provide self-propelling/man powered rental items such as kayaks, boogie boards, SUP boards, and surfboards. Company has approved such equipment for use as rental.
- m. Provide assistance to guests with the scheduling of off-property water activities such as local dining, attractions, venues, and transportation options. Vendor understands that its employees are ambassadors of Company.
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- q. Vendor must promptly remedy all damage or loss to any property caused in whole or in part by Vendor or anyone directly or indirectly employed by



any of them, or by anyone for whose acts any of them may be liable. Vendor is responsible to Company for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under this contract.

3. **Periodic Payment:** Vendor will pay Company a minimum guarantee of \$145,000 for the exclusive rights for the beach concessions. Payments will be made periodically each year as follows: June 15<sup>th</sup> \$29,000, July 15<sup>th</sup> \$29,000, August 15<sup>th</sup> \$29,000, September 15<sup>th</sup> \$29,000, and October 15<sup>th</sup> \$29,000. In the event an unforeseen natural or unnatural catastrophic event occurs that prohibits Vendor from operating in a normal function (ie. hurricane, natural disaster, state of emergency, pandemic, etc.), Company will not hold Vendor responsible for guaranteed payment schedule but will accept 30% of sales for the affected year due to the unavoidable business interruption.
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6. **Correction of Problems:** Vendor will resolve any guest satisfaction or service issue within twenty-four (24) hours from the time Company notifies Vendor of an issue. Problems deemed out of control of Vendor will be communicated to hotel management immediately.
7. **Termination upon Breach:** If either party fails to pay when due any amount owing under this agreement and that failure continues for 10 Business Days, then either party may terminate this agreement, with immediate effect, by giving Notice to the other party.  
**Any Other Breach:** If either party commits any material breach or material default in the performance of any obligation under this agreement (other than the obligation to pay money), and the breach or default continues for a period of 5 Business Days after the other party delivers Notice to it reasonably detailing the breach or default, then the other party may terminate this agreement, with immediate effect, by giving Notice to the first party.
8. **Indemnification:** Vendor shall indemnify, defend and forever hold Company, its parent companies and affiliates and all of their officers, directors, employees,

agents, successors and assigns harmless against and in respect of any and all obligations, claims, losses, causes of action, suits, proceedings, awards, judgments, settlements, demands, damages, costs, expenses, fines, penalties, deficiencies, and taxes (including reasonable attorneys' fees and costs of litigation) that may be incurred by them arising out of , in connection with, or that may be incurred as a result of Vendor's gross negligence, misfeasance, intentional acts or dereliction in the performance of services hereunder or as a result of a breach by Vendor of any of the covenants or warranties given herein. This indemnity does not apply to any negligence, or any willful, wanton or intentional acts of Company or any of its agents, contractors or representatives. The foregoing obligations of the Vendor are in addition to the other obligations under this contract. This provision shall survive the termination or expiration of this contract.

9. Florida Law: This contract shall be governed by and construed in accordance with the laws of the State of Florida, and the venue for any action to enforce or interpret its terms shall lie solely in Escambia County, Florida.
10. Attorney's Fees: If any litigation is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including a reasonable attorney's fee, through all appellate levels.
11. Entire Agreement: This document contains the entire agreement of the parties with regard to the subject matter hereof. No changes to it shall be valid unless in writing and dated and signed by each party. Any other prior agreements between these parties relating to said subject matter are hereby superseded.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Signature \_\_\_\_\_

Ryan Christopher  
Owner

Lazy Days Beach Rentals 2 LLC  
100 Northcliff Dr, #894  
Gulf Breeze, FL 32561



Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Property: \_\_\_\_\_



# Exhibit A 2024 Beach Rental Rates

## Beach Chair Set

\*\*\*Set includes two chairs/ or lounges and one umbrella\*\*\*

1 Hour.....	\$17.50
1-Day.....	\$50.00

## Multi-Day Discounts

2-Day.....	\$100.00
3-Day.....	\$ 150.00
4-Day.....	\$190.00
5-Day.....	\$230.00
6-Day.....	\$ 250.00
7-Day.....	\$ 270.00

Additional Umbrella.....	\$25.00/Day
Wooden Cocktail Table.....	\$10.00/Day

## Stand-up Paddleboard (S.U.P.)

1 Hour.....	\$30.00
1-Day.....	\$90.00

## Single or Double Person Kayak

1 Hour.....	\$30.00
1-Day.....	\$90.00

RATES SUBJECT TO CHANGE ANNUALLY

	<b>RCI</b>
<b>Price</b>	\$34,654.36 (Yr 1), \$35,693.99 (Yr 2), \$36,764.81 (Yr 3)
<b>Irrigation</b>	Irrigation monitoring every other month; survey with repair or work on system required at additional cost; adjustment of irrigation timing on weekly basis as needed
<b>Termination Clause</b>	60 day written notice; contract renews unless canceled by Owner or Contractor
<b>Included Services</b>	Mowing, edging, trimming, debris cleanup, hand weeding, litter pickup, shrub/tree pruning, landscape & turf chemical application, irrigation monitoring, palm pruning, pine straw mulch, seasonal annuals, annual color maintenance
<b>Optional Services</b>	Irrigation repairs; palm pruning beyond 84 priced trees (109 estimated, 128 total); sod installation
<b>Service Dates</b>	Weekly Mar-Oct; Bi-weekly Nov-Feb
<b>Chemical Treatment</b>	Turf fertilizations, turf pre-emergent, post-emergent weed control, insect control, fungus control, ant control on turf

<b>GRAND PANAMA BEACH RESORT LANDSCAPING PROPOSALS</b>	
<b>BrightView</b>	<b>Lawn Trust</b>
\$44,253.00 (Yr 1), \$45,580.59 (Yr 2 - 3% inc with agreement to renew), \$46,948.01 (Yr 3 - 3% inc with agreement to renew)	\$62,995.00 (Yr 1 - \$7,285.00/mo Apr-Oct, \$2,400/mo Nov-Mar)
Irrigation Maintenance included (\$61/mo in 9 inspections) but sprinkler parts are additional cost via each audit proposal; pre approved NTE options	Installation of systems and repair as needed at separate cost
90 day notice to not renew at end of term or renews for 1 year after term; failure to cure within 30 days of written notice - customer to opt out	Not noted
Mowing, edging, trimming, debris cleanup, shrub pruning, insect control, fertilization, weed control, pesticide, tree pruning, irrigation monitoring, litter cleanup, annual color maintenance, palm tree pruning, shrub bed mulching, seasonal annuals	Mowing, edging, trimming, blowing, garden weeds, hedges, tree trimming, summer & leaf raking, vine cut backs, debris haul off
Irrigation repairs; sod installation	Palm tree pruning (\$40/tree - \$4,360.00 for 109 trees X 2 times a year - \$8,720.00 total); irrigation repairs; sod installation; pine straw \$20/roll; seasonal annuals
Weekly Mar-Dec, Bi-weekly Jan-Feb	Weekly Apr-Oct, Bi-weekly Nov-Mar
Fertilizer, insect and control; pre & post emergent; weed control; FL green industries BMP compliant program	No chemical treatment services



<b>Diamond</b>	<b>Northwest FL Landscape</b>
\$12,000.00 (Yr 1)	\$30,000.00 initial cleanup cost
\$75.00/hour and parts cost, done as needed; monthly irrigation check	
30 days written notice by either party	
Mowing, edging, trimming, blowing, prune/trim shrubs, herbicide treatment in bed areas, litter pickup, chemical treatment	
Palm tree pruning (\$35/tree - \$3,815.00 for 109 trees X 2 times a year - \$7,630.00 total); Pine straw \$22/roll; Irrigation repairs; Seasonal Annuals; sod installation	
Weekly during growing season, Bi-weekly during dormant months	
Herbicide treatment in bed areas; insecticide, fungicide, herbicide and fertilizer for all turf areas	

# AGREEMENT

AN AGREEMENT has been entered into on this 1<sup>st</sup> day of September 2023 between **Rotolo Consultants, Inc.**, hereunder referred to as "The Contractor" and Grand Panama Beach Resort referred to as "The Owner" for work described as:

Grounds Maintenance and Landscape Management Services as described in the attachments labeled Attachment 'A', 'B' and 'C' which sets forth the scope of work including material and labor as listed to complete the job that the Owner above has contracted from Contractor and is made part of this contract for property located at:  
11807 Front Beach Rd., Panama City Beach, FL 32407

- 1. Terms of Agreement.** This agreement will begin TBD, 2023 and will end one year from this date. The Contract will automatically renew at the end of the first contract year unless canceled by the Owner or Contractor. A 3% escalation charge will be added to the Contract on an annual basis upon renewal. Either party may terminate this agreement with 60 days written notice. Surcharges may be applied in cases of extraordinary market fluctuations.
- 2. Payment to Contractor.** In consideration of the duties and responsibilities of the Contractor as stated, the Owner agrees to pay the Contractor a monthly fee of \$ 2,887.86. This sum is billable by Contractor on the 1st of the month in which services are to be performed. Payment by owner shall be due within 30 (thirty) days of invoicing. Balances not paid within 30 days of invoicing are considered past due. All past due accounts are subject to a Finance Charge which shall be computed by a Periodic Rate of 1.5% per month which is an Annual Percentage Rate (APR) of 18%.
- 3. Employment of others.** All costs associated with the employment of these individuals' insurance, including wages, taxes and workers compensation will be the responsibility of the Contractor.
- 4.** Contractor acknowledges it is an independent contractor and that it is neither an employee of Owner nor entitled to the same or similar benefits provided to employees of Owner. In this respect, Contractor further acknowledges it is solely responsible for certain obligations, including but not limited to all taxes, withholding and workers compensation.
- 5.** Contractor shall not be liable for any delays due to inclement weather, labor strikes or disputes, fire, the acts or omissions of other contractors or persons, or other reasons beyond our control. Should the Owner require additional work to be performed, all such work will become a part of this contract. All additional work requests will be handled through written Change Order on Contractor's form. All Change Orders showing additional work and cost must be signed and returned by the Owner before Change Order work begins. The Owner agrees that changes in work that result in charges less than \$250 will be verbally agreed to before work begins. All Change Orders, whether verbal or written, are subject to all provisions in this contract.

6. Nothing contained herein shall be construed to constitute a partnership, joint venture or other business entity between Owner and Contractor. Further Contractor shall not have the power, directly or indirectly to bind or commit the Owner to any undertaking whatsoever.
7. Contractor shall provide Liability (personal injury and property damage) insurance in the minimum amount of \$3,000,000 with confirmation thereof to be delivered to Owner prior to commencement of services.

Both the Owner and the Contractor agree to the above contract.

\_\_\_\_\_  
**Owner or Owners Rep.**

Rotolo Consultants, Inc.  
**Contractor's Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Billing Point of Contact**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**Contract Point of Contact**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Credit Card and ACH payments are accepted. Please contact Accounts Receivable at 985-643-2427 x 103 for information.



**PRICING SCHEDULE**

**Grand Panama Resort - Year 1**

11807 Front Beach Road  
Panama City Beach, FL

SERVICES	DESCRIPTION	FREQUENCY	ANNUAL COST
Basic Grounds Maintenance Services	Includes all turf mowing, edging, string trimming, hand weeding, cleanup of any debris generated during servicing, litter pickup in landscape areas, pruning and shaping of shrubs and trees under 8'.	42 times per year	\$18,137.3
Landscape Bed/Ornamental Plant/Tree Chemical Applications	This includes all plant fertilizations, insect control, fungus control, pre-emergent and post-emergent weed control and crack and crevice weed control in concrete joints.	As indicated on the attached schedule	\$1,503.5
Turf Chemical Applications	This includes all turf fertilizations, turf pre-emergent and post-emergent weed control, insect control, fungus control and ant control on turf.	As indicated on the attached schedule	\$1,403.3
Irrigation Monitoring	Irrigation monitoring will be done by assigned Irrigation Technician every other month throughout the year. This will include a complete survey of the system with identification of any repair or work required on the system. In addition, this service includes adjustment of irrigation timing based on weather conditions, plant needs and events on property on a weekly basis.	6 full visits annually by Irrigation Technician and weekly monitoring by account manager and/or detail crew supervisor	\$761.3
Palm Pruning	This service includes all labor and equipment necessary to remove all dead fronds and seed heads from palms plus cleanup of any debris generated during services. Pricing includes 84 total palm trees.	2 times per year	\$5,793.1
Pine Straw Mulch	This service includes labor and materials to mulch all landscaped beds and tree rings utilizing pine straw mulch. Application includes up to 250 each, square bales per application.	2 times per year	\$3,944.8
Annual Color Installation	Annual color change-outs include removal of old annuals, preparation of bed area with fresh soil and fertilization, installation of annuals and ongoing maintenance of the annuals for a typical growing period of 3-6 months. Change-outs include up to 18 flats of 18 each, 4" annuals for Spring & Fall rotations.	2 times per year	\$1,982.1
Annual Color Chemical & Manual Maintenance	This includes all annual color fertilizations, insect control and fungicide control plus snail control as necessary. Also includes manual maintenance activities such as pinching, deadheading, selective pruning as needed, etc.	As indicated on the attached schedule	\$1,128.6
<b>Total Monthly Cost</b>			<b>\$2,887.8</b>
<b>Total Annual Cost</b>			<b>\$34,654.3</b>

Authorized Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_



**PRICING SCHEDULE**

**Grand Panama Resort - Year 2**

11807 Front Beach Road  
Panama City Beach, FL

SERVICES	DESCRIPTION	FREQUENCY	ANNUAL COST
Basic Grounds Maintenance Services	Includes all turf mowing, edging, string trimming, hand weeding, cleanup of any debris generated during servicing, litter pickup in landscape areas, pruning and shaping of shrubs and trees under 8'.	42 times per year	\$18,681.5
Landscape Bed/Ornamental Plant/Tree Chemical Applications	This includes all plant fertilizations, insect control, fungus control, pre-emergent and post-emergent weed control and crack and crevice weed control in concrete joints.	As indicated on the attached schedule	\$1,548.6
Turf Chemical Applications	This includes all turf fertilizations, turf pre-emergent and post-emergent weed control, insect control, fungus control and ant control on turf.	As indicated on the attached schedule	\$1,445.4
Irrigation Monitoring	Irrigation monitoring will be done by assigned Irrigation Technician every other month throughout the year. This will include a complete survey of the system with identification of any repair or work required on the system. In addition, this service includes adjustment of irrigation timing based on weather conditions, plant needs and events on property on a weekly basis.	6 full visits annually by Irrigation Technician and weekly monitoring by account manager and/or detail crew supervisor	\$784.1
Palm Pruning	This service includes all labor and equipment necessary to remove all dead fronds and seed heads from palms plus cleanup of any debris generated during services. Pricing includes 84 total palm trees.	2 times per year	\$5,966.9
Pine Straw Mulch	This service includes labor and materials to mulch all landscaped beds and tree rings utilizing pine straw mulch. Application includes up to 250 each, square bales per application.	2 times per year	\$4,063.1
Annual Color Installation	Annual color change-outs include removal of old annuals, preparation of bed area with fresh soil and fertilization, installation of annuals and ongoing maintenance of the annuals for a typical growing period of 3-6 months. Change-outs include up to 18 flats of 18 each, 4" annuals for Spring & Fall rotations.	2 times per year	\$2,041.6
Annual Color Chemical & Manual Maintenance	This includes all annual color fertilizations, insect control and fungicide control plus snail control as necessary. Also includes manual maintenance activities such as pinching, deadheading, selective pruning as needed, etc.	As indicated on the attached schedule	\$1,162.5
<b>Total Monthly Cost</b>			<b>\$2,974.5</b>
<b>Total Annual Cost</b>			<b>\$35,693.9</b>

Authorized Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_



**PRICING SCHEDULE**

**Grand Panama Resort - Year 3**

11807 Front Beach Road  
Panama City Beach, FL

SERVICES	DESCRIPTION	FREQUENCY	ANNUAL COST
Basic Grounds Maintenance Services	Includes all turf mowing, edging, string trimming, hand weeding, cleanup of any debris generated during servicing, litter pickup in landscape areas, pruning and shaping of shrubs and trees under 8'.	42 times per year	\$19,241.9
Landscape Bed/Ornamental Plant/Tree Chemical Applications	This includes all plant fertilizations, insect control, fungus control, pre-emergent and post-emergent weed control and crack and crevice weed control in concrete joints.	As indicated on the attached schedule	\$1,595.1
Turf Chemical Applications	This includes all turf fertilizations, turf pre-emergent and post-emergent weed control, insect control, fungus control and ant control on turf.	As indicated on the attached schedule	\$1,488.8
Irrigation Monitoring	Irrigation monitoring will be done by assigned Irrigation Technician every other month throughout the year. This will include a complete survey of the system with identification of any repair or work required on the system. In addition, this service includes adjustment of irrigation timing based on weather conditions, plant needs and events on property on a weekly basis.	6 full visits annually by Irrigation Technician and weekly monitoring by account manager and/or detail crew supervisor	\$807.6
Palm Pruning	This service includes all labor and equipment necessary to remove all dead fronds and seed heads from palms plus cleanup of any debris generated during services. Pricing includes 84 total palm trees.	2 times per year	\$6,145.9
Pine Straw Mulch	This service includes labor and materials to mulch all landscaped beds and tree rings utilizing pine straw mulch. Application includes up to 250 each, square bales per application.	2 times per year	\$4,185.0
Annual Color Installation	Annual color change-outs include removal of old annuals, preparation of bed area with fresh soil and fertilization, installation of annuals and ongoing maintenance of the annuals for a typical growing period of 3-6 months. Change-outs include up to 18 flats of 18 each, 4" annuals for Spring & Fall rotations.	2 times per year	\$2,102.8
Annual Color Chemical & Manual Maintenance	This includes all annual color fertilizations, insect control and fungicide control plus snail control as necessary. Also includes manual maintenance activities such as pinching, deadheading, selective pruning as needed, etc.	As indicated on the attached schedule	\$1,197.4
<b>Total Monthly Cost</b>			<b>\$3,063.7</b>
<b>Total Annual Cost</b>			<b>\$36,764.8</b>

Authorized Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_





# Grand Panama Beach Resort

*Panama City Beach, FL*



**Landscape Maintenance Proposal**  
**08.28.23**

08.28.23

Grand Panama Beach Resort  
11807 Front Beach Rd.  
Panama City Beach, FL 32407



Dear Management Team:

BrightView is pleased to submit a professional landscape proposal for . Our entire team is very excited for the opportunity to work with you.

The enclosed proposal was developed based on your feedback and bid specifications. It will demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking its best. Within the first 90 days on the job and throughout our service commitment, you will see a noticeable difference in how we conduct business. We have structured our proposal with the following key points as the foundation of our approach:

- **A Smooth Transition And Organized Approach** – We can make changing providers easy. Our proposed approach and Master Operations Plan should give you comfort in knowing that we are organized, staffed, equipped, and ready to hit the ground running. We can lessen your workload and give you greater flexibility to meet the rigorous demands of your schedule. An added bonus and one less thing to worry about, now or in the future, is that our proposal is not contingent upon being provided space to facilitate our services.
- **Communication Catered To Your Style**– Our goal is to communicate proactivity and interactively with your organization. We are committed to providing you with the information you need in a timely manner and in the format you find most useful. We will strive to avoid surprises. Our organization has undergone some positive changes as well. Your Account Manager will be James Leahy, who has a Production Manager working directly under him, who is responsible for managing the entire crew, all horticultural planning, preventing and/or addressing any and all horticultural issues and immediate needs. This allows Tony more time to spend with you, come up with a strategic plan for your property, and help budget, plan, and achieve your goals.
- **Resources That Add Value** – It is our desire to understand what is most important to you. We are proud to be able to offer a depth of services and resources that add value to Grand Panama. These resources stretch beyond our buying power, highest safety standards, and top of the line equipment and personnel, but our ability to step in and help when it matters most. We understand the ebbs and flows of business better than anyone, and that is why we stay true to our partners and offer budget workshop meetings for landscape goals, quarterly reviews, and above all, compassion. Yes, we are business-minded, as we should be, but it is not without a strong passion that we help you succeed, and when you succeed, we succeed.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with BrightView, you will have a team of local professionals dedicated to the careful stewardship of your landscape and its enduring beauty and value.

Thank you for the opportunity to submit this proposal. I will follow up with you in the next few days to answer any questions you may have. Feel free to contact me at (850) 429-3777 or by email at [Bradley.morrison1@brightview.com](mailto:Bradley.morrison1@brightview.com).

Sincerely,

**Bradley Morrison**  
Business Developer



# GRAND PANAMA & BRIGHTVIEW

BrightView 3



Our goal is to consistently offer the best value in the marketplace by providing unmatched service, a customized approach focused on your specific priorities and a well maintained landscape you and the community are proud of – all while meeting your predetermined budget parameters. Doing this requires operational excellence. The operational practices that allow us to consistently meet our customers' expectations include:

**The industry's top talent** – When selecting teams for each property, we match the specific landscape needs with our most appropriately experienced talent. At BrightView, we have a deep pool of talent. We recruit from the top horticultural and landscape schools in the country and have an all-encompassing training program that ensures our crews perform at their peak year round.

**State-of-the-art equipment** – Our crews operate high quality and well-maintained equipment and are trained to use the most effective tool for each task on your property. The result – a better end product achieved with greater efficiency and fewer injuries.

**Horticultural excellence** – Plant material looks and performs its best when maintained properly. Our horticultural experts understand the science of landscape maintenance and will ensure the plant material on your property receives the proper care for each season and as unexpected circumstances arise.

**Innovation** – Lead or follow; we choose to lead. BrightView seeks out and tests the latest technology so we can help our customers reduce operating costs; benefit from greater efficiencies and have all around healthier and higher performing plant material.

**Systematic operations** – We deploy to ensure our crews focus on your priorities and important details are not overlooked. Our approach is to design the most effective path of motion for the work to be performed, specify the equipment to be used and supply our crew with detailed site plans that show their daily, weekly and monthly activities.

**Continuous improvement** – We routinely evaluate for safety, quality and effectiveness in a persistent effort to be better today than we were yesterday.

## OUR COMPANY | YOUR CAMPUS GRAND PANAMA

**BrightView** brings together 70 years of combined experience and client-focused service. We united under the shared belief that taking care of our teams and clients should always be at the heart of what we do. Today, we carry that commitment forward, forging a new era of landscape services. True to our name, BrightView represents our optimism for the future- offering new opportunities for our clients and team members to succeed.



### BRIGHTVIEW YOUR E-VERIFIED EMPLOYER

- Ensure 100% compliance with all labor and immigration laws ,we are enrolled in E-Verify in all states in which we operate.
- The organization’s participation in E- Verify improves our ability to ensure the individuals we hire and are working on our client’s sites are authorized to work in the United States.
- Additionally, E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.

This is a scan of a U.S. Department of Homeland Security Form I-9, titled 'New Hire Federal Contractors and Subcontractors'. The form is used for employment eligibility verification. A large, semi-transparent blue watermark with the text 'I-9 FORM' is overlaid diagonally across the center of the document. The form includes fields for the employer's name, address, and contact information, as well as sections for the employee to provide their name, address, and date of birth, and to verify their identity and employment status. There are also checkboxes for the employer to indicate if the employee is a new hire, a former employee, or a current employee.



# GRAND PANAMA & OUR SERVICES

BrightView 



## OUR COMPANY | PROFESSIONAL RESOURCE GRAND PANAMA

BrightView has the professional resources, local expertise, and a long history of creating beautiful landscapes along the Emerald Coast that makes us a great partner. BrightView fully understands your expectations for first-class service and will deliver the level of performance you demand.

Our partnership will guarantee the stability of your maintenance operations as well as offer innovative recommendations for landscape improvements.

Our competitive advantages include:

- Deep experience in Resort maintenance throughout the country
- Proven success in seamlessly transitioning complex properties and executing flawlessly
- A comprehensive customer satisfaction program where your feedback is collected via a third-party company
- The best horticulture, agronomics, tree care, water management and irrigation talent in the industry
- Proprietary systems and processes designed to maximize performance and communication
- A collaborative relationship with Sandestin Investments, LLC. so we are closely partnering and developing long-term, cost-effective strategies
- Unmatched sustainability expertise and environmentally-friendly horticultural best practices that support Florida initiatives



# OUR SERVICES | YOUR CAMPUS

## GRAND PANAMA

BrightView takes pride in providing the **highest-quality** landscape and snow services with a worry-free, dependable service commitment. As the **nation's leading landscape services company**, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.

A full service landscape company, BrightView can *mobilize quickly* to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

At every stage of your property's lifecycle, BrightView is here to take care of your landscape.



Design	Develop	Maintain	Enhance
Landscape Architecture & Planning	Planting	Landscape	Enhancements
Design Build	Hardscaped	Tree Care	Sustainability
Program Management	Pools & Water Features	Snow & Ice	Water Management
	Compliance	Specialty Turf	
	Tree Growing & Moving	Exterior Maintenance	



## Training Your Team to Exceed Your Expectations

We understand that well trained and tenured team members provide outstanding quality and customer service. Every gardener on your team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

## A Safe Campus and Workplace is Our Priority

The safety and well-being of Grand Panama residents, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

### Preserving a safe environment

- Criminal background checks
- E-Verification
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Fully uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles
- "How's my driving?" stickers on vehicles
- Required use of cones to demark safety zone

### Crew Safety

- Monthly Rodeo Trainings
- Extensive driver safety certification program
- New hire safety orientation
- Certification required to use all power equipment
- Reward system for safety compliance
- Mandatory weekly field crew safety meetings
- Weekly management safety calls





OUR COMPANY | ENVISION THE POSSIBILITIES

GRAND PANAMA





On a per-square-foot basis, color plantings are usually the most intensively managed element of a landscape. There are ways, however, to develop an outstanding color program that makes a strong return on the investment. Color themes may be used to complement buildings, company colors or the appropriate season of the year. We use a quality, BrightView approved subcontractor to grow our annual color. Using a quality subcontractor will provide better control and uniformity of plants for the campus.

### Annuals Installation and Maintenance Program

- **Creates aesthetic excitement**
- **Provides an individual identity to the property**
- **Attracts the attention of tenants, residents, employees, guests and the general public**
- **Complements a well-maintained landscape**
- **Creates a pleasing atmosphere**
- **Makes an eye-catching statement about the property**
- **Adds value to the property**

### Planting Procedures

- **Remove existing plant material/mulch**
- **Trench beds with flat shovel**
- **Add soil amendments**
- **Thoroughly rototill entire bed area**
- **Use marking paint to set design**
- **Lay out flats near beds**
- **Know correct spacing of plant per species**
- **Fertilize beds**
- **Smooth out all footprints in beds**





OUR COMPANY | SEASONAL COLOR  
GRAND PANAMA





OUR COMPANY | SEASONAL COLOR  
GRAND PANAMA





OUR COMPANY | SEASONAL COLOR  
GRAND PANAMA





## OUR SERVICES | EMERGENCY RESPONSE

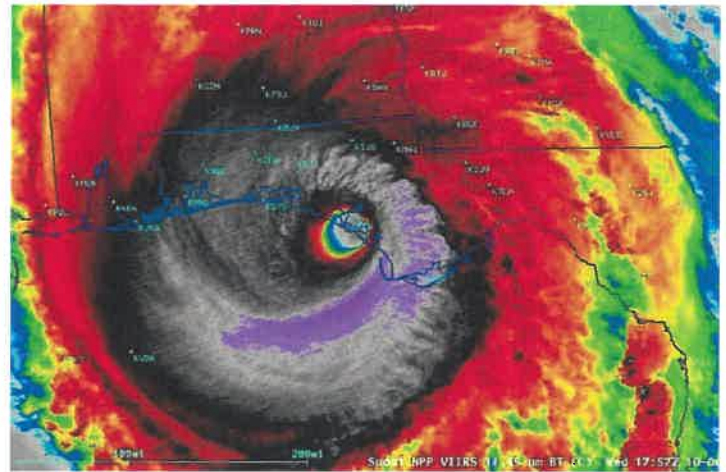
### GRAND PANAMA

When a catastrophe occurs such as the recent events with Hurricane Michael and Sally, we have the capabilities and manpower to respond immediately. With over **50 locations** throughout the Southeast alone, **we leverage our local and national resources** to bring in additional teams from outside the area. This allows us to ensure the site is safe and free from pedestrian hazards.

Resources from branch offices will be available in the event of an emergency to ensure **our customers have access to crews and equipment quickly**.

**Safety** before and after a storm is our primary focus. Immediately following the storm, our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris from structural dwellings that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed and removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed.



# Transition Plan

## GRAND PANAMA

### Landscape Transition Plan:

The purpose of transition planning is to organize the tasks and activities that need to take place to efficiently deliver a smooth transition from your incumbent to BrightView Landscape Services. BrightView will create a tailored program to transform the quality of your landscape and ensure your satisfaction.

Name	Email	Title
James Leahy	<a href="mailto:James.Leahy@brightview.com">James.Leahy@brightview.com</a>	Account Mgr.
Danny Willcox	<a href="mailto:Danny.Willcox@brightview.com">Danny.Willcox@brightview.com</a>	Sr. Branch Mgr.
Bradley Morrison	<a href="mailto:Bradley.Morrison1@brightview.com">Bradley.Morrison1@brightview.com</a>	Business Developer

### Pre-Job startup plan:

- Truck/Trailer Parking
- Property Inspection with Board members/ Management
- Introduction of the landscape Team
- Review operations and understand the path of mowers, weed eaters, edger's and blowers
- Discuss Communication Plan
- Address any safety concerns, hazards or special concerns
- Identify any special tools or equipment needed to complete job



# Transition Plan

## GRAND PANAMA

### First 30 Days:

- Daily Operations Begin
- Irrigation Map will be completed and reviewed with Property Manager & Board
- Begin Proposing Enhancement Opportunities
- Review Start up report
- ID poor performing plant material
- Separation Between plant material
- Removal of all exotics growing in hedges
- Fertilization and Pest control begin
- Perform soil samples in troubled areas throughout
- Review Production plan and makes any changes necessary
- Replace dead/unwanted Plant materials
- Enhancement map will be complete



## OUR COMPANY | CAPITAL WORK RESOURCES

### GRAND PANAMA

BrightView is well equipped locally and supported nationally to easily integrate the requirements of maintaining One Water Place. We pride ourselves in having the right equipment for the job. The list below offers insight to our local fleet and capabilities.

<b>MAINTENANCE</b> (17) Ford F150 Pick Up (2) Ford F250 Pick Up (16) Isuzu Box Trucks (2) 72" Rotary Mower (8) 60" Rotary Mower (23) 52" Rotary Mower (7) 48" Rotary Mower (9) 36" Rotary Mower (16) 21" Push Mower (4) Utility Vehicles	<b>CHEMSPRAY</b> (2) Ford F150 Pick Up (6) Ford F250 Pick Up (4) Isuzu Spray Truck (6) Utility Trailer (3) Utility Spray Rig	<b>IRRIGATION</b> (1) Ford Ranger (3) Ford F150 Pick Up (6) Ford F250 Pick Up (2) Ford E150 Van (4) Utility Vehicles (2) Utility Trailer
<b>ENHANCEMENTS</b> (2) Ford F150 Pick Up Ford F550 Dump (1) Bobcat T300 (6) Utility Trailer (2) Rear Tine Tiller (2) Sod Cutter (2) Plant Auger	<b>SEASONAL COLOR</b> (1) Ford F150 Pick Up (1) Ford F250 Pick Up (3) Isuzu Flower Body (2) Utility Trailer (2) Utility Spray Rig (2) Front Tine Tiller	





## OUR COMPANY | QUALITY CONTROL GRAND PANAMA

To ensure a successful partnership, effective communication and quality control is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed a Quality Site Assessment (QSA) Application that documents and tracks issues, progress and activity on a monthly basis.

### Our quality is defined by our proactive partnership

All managers are equipped with iPhones to be able to communicate with client via telephone, text message and email

- iPhones used to document site conditions, create enhancement recommendations and conduct site assessment reports that can be shared electronically with client immediately after the site walk
- 24-hour/365-day ability and commitment to respond quickly to emergencies or special requests
- Our QSA's provide digital photos to document, tasks, technical issues, damage and plant and tree health related concerns.



#### Quality Site Assessment

##### Client Information:

Property Name:  
Date: Tuesday, January 24, 2017  
Next Inspection Date:  
Client Attendees:  
BrightView Attender

##### CUSTOMER FOCUS AREA:

##### LANDSCAPE ITEMS (OWNER + DONE) None Added

##### MAINTENANCE ITEMS:

- 1) Prune podocarpus to 6' in overall height surrounding shower
- 2) remove any palm seedlings coming up in garlic bed in main courtyard
- 3) Remove any Cogen grass coming up through garlic in main courtyard
- 4) Recommend rejuvenation pruning of platanus in pool area to approximately half in height
- 5) Prune clematis in pool area to approximately 6 feet in overall height also pruning 25 to 50% of the total canes to grade
- 6) Discuss with Debbie the pruning of platanus on Southeast corner of condos possibly pruning to half of its current height
- 7) Provide proposal for drainage in large pots in parking deck with seasonal plantings
- 8) Request approval for \$1000 to replenish ferns and fatsia in east and west courtyards. 8 three gallon fatsia 80 total one gallon ferns
- 9) Cut back one deadling figstrum on west side of ramp allowing to refush
- 10) Cut back all roses to 18 inches in overall height
- 11) Remove all volunteer Palms coming up through litops at main entrance
- 12) Treat dollar weed in junipers east of parking garage
- 13) Cut back all ornamental grasses throughout

##### RECOMMENDATIONS FOR PROPERTY IMPROVEMENTS:

##### NOTES TO OWNER/CLIENT:







## Scope of Work

### I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein. The scope of our services shall be based exclusively on those items approved and initialed on The Competitive Pricing That Fits Your Budget page of this document.

### II. Lawn Care:

#### A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticultural correct for the turf variety taking into account the season. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance.

#### B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turf grass.

#### C. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage.

Damage caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. While effective nematicides exist, application of these products is an extra-cost item. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem.

Alternatives will be discussed and mutually agreed upon in the event turf insects build resistance to chemicals available to Contractor. Such alternatives may include additional cost to Owner.

#### D. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Certain grassy weed present in St Augustine can only be controlled with non-selective products such as Roundup. These treatments require re-sodding of the affected area, which will be quoted at additional charge.



III. Ground Cover Area/ Shrub Areas:

A. Edging:

Edge ground cover to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Pesticide:

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

F. Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer. Further, Asian Cycad Scale (Cycad Aulacaspis Scale) has become a predominant imported pest that affects Sago Palms. Currently, there is no absolute control method for these scale insects. Systemic insecticides and insect growth regulators are providing the most effective control. Due to its classification as an imported pest, cycad scale treatment is not included in this scope of work. If required, such treatments will be at an additional cost to the Owner/Client.

IV. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is no higher than 12





feet. Pruning of trees higher than 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet in overall height are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Grape Myrtles will only have deadwood and cross-branching removed one time during the winter months. If client request topping Grape Myrtles a price will be provided upon request for this service. Evergreen trees under 12 feet in overall height shall be thinned out and shaped only if necessary to minimize wind and storm damage.

**B. Staking:**

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

**V. Mulched Areas:**

Mulched areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build-up alternatives will be discussed with the client.

**VI. Irrigation System:**

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions. Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner. Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period. Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization. Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day. If the Contractor is required to make emergency repairs or adjustments on other than regularly scheduled visits, a minimum service charge of **\$125.00** for emergency calls will apply plus any repair costs. Normal business hours are Monday through Friday from 6:30am to 4:30pm cdt.

The Owner/Client hereby grants the Contractor a pre-approved monthly NTE (Not to Exceed) amount of \$ \_\_\_\_\_ (Client Initials) for irrigation repairs needed to keep the system operable and efficient.

The Owner/Client also hereby grants the Contractor a pre-approved NTE (Not to Exceed) amount of \$ \_\_\_\_\_ (Client Initials) for conditions that require troubleshooting for necessary repairs to the irrigation system.

**VII. Debris Cleanup: All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service.**

## Horticulture Services Calendar

Every property is different and thus has a unique set of maintenance needs. We evaluated Grand Panama and took into consideration the issues you identified to create the maintenance plan below designed to keep your property looking its best year-round.

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	As Needed
Mow	•	•	•	•	•	•	•	•	•	•	•	•	•
Trim	•	•	•	•	•	•	•	•	•	•	•	•	•
Edge	•	•	•	•	•	•	•	•	•	•	•	•	•
Backpack Blow	•	•	•	•	•	•	•	•	•	•	•	•	•
Fertilizer				•						•			
Pre-emergent Weed control		•								•			
Post-emergent Weed control	•	•	•	•	•	•	•	•	•	•	•	•	•
Insect Control	•	•	•	•	•	•	•	•	•	•	•	•	•
SHRUBS AND BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	As Needed
Pre-emergent weed control				•							•		
Post-emergent Weed control	•	•	•	•	•	•	•	•	•	•	•	•	•
Fertilization				•	•				•				
Prune	•	•	•	•	•	•	•	•	•	•	•	•	•
Touch Up Prune	•	•	•	•	•	•	•	•	•	•	•	•	•
Disease Control	•	•	•	•	•	•	•	•	•	•	•	•	•
Insect Control	•	•	•	•	•	•	•	•	•	•	•	•	•
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	As Needed
Palm Pruning						•							•
Pruning up to 12' height	•					•	•			•	•	•	
Round-Up Tree Rings	•	•	•	•	•	•	•	•	•	•	•	•	•
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	As Needed
Debris/ Litter Removal	•	•	•	•	•	•	•	•	•	•	•	•	•
Hard Surface Weed Control	•	•	•	•	•	•	•	•	•	•	•	•	•
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	As Needed
Inspections	•	•	•	•	•	•	•	•	•	•	•	•	•
Controller Programming	•	•	•	•	•	•	•	•	•	•	•	•	•
Spring Start Up			•										
SEASONAL COLOR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	OPTIONAL
Change Out				•							•		•
Bed Preparation				•							•		•
Maintenance and IPM	•	•	•	•	•	•	•	•	•	•	•	•	•
Fertilization	•	•	•	•	•	•	•	•	•	•	•	•	•



# OPERATIONS PLAN

BrightView 



# Operations Plan

## GRAND PANAMA

Every property is different with a unique set of maintenance needs. We took into consideration the requirements needed to create the maintenance plan below which is designed to keep your properties looking their best year-round.

### Mowing Services



We will deploy a specific crew to perform all the mowing, edging, string trimming, and blowing. SDI Properties will be mapped and the crews will follow that mapping progression through the property weekly. This "mapping" will be provided to your team in advance of our initial service. We can adjust the weekly mow schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

We will maintain a weekly schedule for all turf areas in the growing season and a bi-weekly schedule in the slow growing months. The following schedule may change according to weather, turf conditions, and fertilization schedule:

- Summer, weekly (typically March through Dec);
- Winter, bi-weekly (typically January & February).



Hand mowers shall be used in areas where large, heavy equipment may damage the turf or other association property.

Grass clippings will be dispersed at each mowing, to eliminate unsightly build-up of grass clippings that may appear after each mowing. Excessive clippings "wash-up", which may occur after heavy rains, will be promptly addressed by dispersal. Obviously long or heavy grass clippings that cannot be adequately dispersed must be removed. All removed clippings must be recycled in keeping with recommended horticultural procedures unless otherwise stipulated.

Sidewalks and driveways will be edged with every mowing. Borders of plant beds are to be maintained with a distinct edge that separates the bed from adjoining grass.

# Shrub & Ground Cover Operational Plan

## GRAND PANAMA



**Maintenance Schedule:** Property will be maintained by our crew. All areas that require pruning will be done per the scope outlined. This program will afford our team the opportunity to adjust the pruning schedule if we encounter rain, an emergency or a schedule adjustment based around a special event.

This will guarantee we maintain all shrub and ground cover beds a minimum of once per month and will minimize the variance of “long and short” shrub pruning every month. The appearance of all shrubs throughout will look more natural over the course of the month.

Several preventative functions are scheduled seasonally. Please note below a general quarterly plan that will become site specific upon further evaluation.

- **Winter** - cut back shrubs needing severe thinning, limb up trees.
- **Spring** - apply pre and post emergent weed prevention chemically to all areas, and fertilize. Hard cutbacks for selective plants.
- **Summer**- regular inspections to address plant growth, weeds, and overall plant health, fertilize.
- **Fall** - fertilize at proper rates, monitor irrigation cut backs, and apply pre-emergent weed control for winter weed.





# Turf & Ornamental Agronomic Plan

## GRAND PANAMA

### What Are The GI-BMPs?

The GI-BMPs are a science-based educational program for Green Industry workers (lawn-care and landscape maintenance professionals), brought to you by UF-IFAS Florida-Friendly Landscaping™ program. The GI-BMPs teach environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.

### Who Gets Trained in the GI-BMPs?

Florida Statute 482.1562 states that all commercial fertilizer applicators must have a license from the Florida Department of Agriculture and Consumer Services (FDACS) by January 1, 2014. To get this license, each Green Industry worker must be trained in the GI-BMPs and receive a certificate of completion from UF/IFAS and FDEP. Additionally, many non-commercial Green Industry applicators or other workers are required to pass the training by local ordinances or voluntarily participate in the program to better serve their clients.

Integrated Pest Management (IPM) is an important part of any turf maintenance program. IPM uses an efficient, effective and environmentally conscious approach to pest management which draws on knowledge from several different sciences including entomology (study of insects), mycology (study of fungi), chemistry and horticulture. This interdisciplinary approach enables us to develop sustainable and less costly solutions to many common landscape problems.

Early preventative actions are the key to a successful BMP program. Once you have determined the economic threshold of a site, the evaluation process may begin. Determining the Best practices program, we use information on:

- Pest identification
- Pest lifecycles
- Soil tests and Fertilizer choice
- Control methods that cause the least damage to the environment

*We have included our IPM Program as an example, the final plan will be determined after our start-up Procedure*

*Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION "FERTILIZER USE AND LANDSCAPE MANAGEMENT" and other applicable law, regulations, rules, ordinances or permit requirements. It is the Contractor's responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to the District Representatives with submission of bids. The District is relying on Contractor to comply with and perform in accordance with all applicable laws, rules, regulations, ordinances, etc.*



## Turf & Ornamental Agronomic Leader

### GRAND PANAMA



#### Florida

15 years in Florida's  
Green Industry

Florida Green Industry  
Best Management  
Practices Instructor

Certified Pest Control  
Operator

Florida Turf Grass  
Association Member

*"Butchart Gardens in Victoria, British Columbia tops my list of botanical gardens. It consists of several distinct horticulturally themed gardens, my favorite of which are the Japanese and Sunken gardens. In my opinion there is nothing more beautiful than walking through the Japanese garden under the Maple trees with their twisted branches and variety of colors. As a landscape professional I am happy to be a part of recreating the beauty of a botanical garden in the landscapes that we maintain."*

## CAL LEGGETT

Director, Technical Services

Upon graduating from Colorado State University with a Bachelor's of Science in Horticulture, Cal began his horticultural career in Mt. Dora, FL. Over his more than 15 years in the green industry, Cal has held various roles throughout Florida, including the Florida Department of Agriculture and Consumer Services. Cal has been with BrightView for more than 8 years and currently serves as the Director of Technical Services for Florida and Puerto Rico.

#### Expertise

- Supporting branches and employees with the diagnosis of plant health issues and remedies to rectify concerns.
- Developing and supporting turf and ornamental agronomic plans across the region.
- Internal and external training, to include CEU courses. Cal has taught CEU courses for more than 3 years and covers topics such as: Florida Friendly Landscaping, Successful Landscape Factors, Irrigation Practices and Tree Care Practices.

#### Project Spotlight: Four Seasons Resort Orlando



The Four Seasons Resort Orlando came to BrightView with a difficult set of site conditions to overcome. The soil had poor drainage and was nutritionally depleted at the time the landscape was installed.

Cal developed a customized fertilizer program for the soil conditions which created a lush, tropical landscape. BrightView employees enjoy being regularly stopped by guests who comment on the beautiful landscape they enjoyed while on vacation.



# LICENSES & CERTIFICATIONS





# LICENSES AND CERTIFICATIONS GRAND PANAMA



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY):  
03/31/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (866) 283-7122      FAX (800) 363-0105 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC #
<b>INSURED</b> BrightView Landscape Services, Inc. Location #34610 11530 Davis Creek Court Jacksonville FL 32256 USA	INSURER A: ACE American Insurance Company      22667 INSURER B: American Guarantee & Liability Ins Co      26247 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES      CERTIFICATE NUMBER: 570061624617      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      Limits shown are as requested.**

BRN LTH	TYPE OF INSURANCE	ADDL SUBR PRGS	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			HD0G24556876001	10/01/2015	10/01/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EEA 408874531	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC508596811	10/01/2015	10/01/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C47855081 Workers Comp - A05 C47855093 Workers Comp - WI	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;"><i>Aon Risk Services Northeast, Inc.</i></p>
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Holder Identifier: BCO      Certificate No: 570061624617



# LICENSES AND CERTIFICATIONS

## GRAND PANAMA

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BrightView Landscape Services, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**11530 Davis Creek Court**

6 City, state, and ZIP code  
**Jacksonville FL 32256**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
			-					
or								
Employer identification number								
9	5	-	4	1	9	4	2	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here      Signature of U.S. person ▶       Date ▶ **2016-8-17**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





LICENSES AND CERTIFICATIONS  
GRAND PANAMA

INTERNATIONAL SOCIETY OF ARBORICULTURE  
CERTIFIED ARBORIST™

*Craig Randall Huston*

Having successfully completed the requirements set by the  
International Society of Arboriculture, the above named  
is hereby recognized as an ISA Certified Arborist®



*Kevin Martlage*  
Kevin Martlage  
Director of Credentialing  
International Society of Arboriculture

*Caitlyn Pollihan*  
Caitlyn Pollihan  
Executive Director  
International Society of Arboriculture

FL-6719A  
Certification Number

28 Feb 2015  
Certified Since

30 Jun 2021  
Expiration Date



#0847  
ISO/IEC 17024  
Personnel Certification Program  
ISA Certified Arborist®





# GRAND PANAMA

# PRICING

BrightView 



# COMPETITIVE PRICING

## GRAND PANAMA

<b>SERVICE DESCRIPTION</b>	<b>Monthly</b>	<b>Yearly Total</b>
<i>Base Management Monthly Price</i> -----	\$1,925.00	\$23,100.00
<ul style="list-style-type: none"><li>• Mow, trim, edge, and blow</li><li>• Shrub pruning and bed weed control</li><li>• Debris and litter removal</li><li>• Irrigation controller programming</li></ul>		
<i>Turf and Ornamental Chemical Program</i> -----	\$149.00	\$1,788.00
<ul style="list-style-type: none"><li>• Fertilizer and insect control</li><li>• Pre and Post-emergent weed control</li><li>• FL Green Industries BMP compliant program</li></ul>		
<i>Irrigation Technical Inspections</i> -----	\$61.00	\$732.00
<ul style="list-style-type: none"><li>• (9) Inspections of operating components</li><li>• Detailed, written report of inspection</li><li>• Proposals for repair and/or improvements</li></ul>		
<i>Pine Straw Mulch</i> -----	\$354.25	\$4,251.00
<ul style="list-style-type: none"><li>• (2) Applications per year</li><li>• 250 bales per application</li><li>• Trenched and tucked for clean edges</li></ul>		
<i>Seasonal Color Beds</i> -----	\$562.50	\$6,750.00
<ul style="list-style-type: none"><li>• (2) Rotations per year (April, October)</li><li>• Installed and maintained</li><li>• Deadheading, fertilizing and pruning</li></ul>		
<i>Palm Tree Pruning</i> -----	\$636.00	\$7,632.00
<ul style="list-style-type: none"><li>• Prune Palms (109) two times per year</li><li>• Completed in one visit</li><li>• Labor, Haul, and Disposal of Debris</li></ul>		
<b>TOTAL BASE SERVICE</b> -----	<b>\$3,687.75</b>	<b>\$44,253.00</b>



LAWN MAINTENANCE SERVICE AGREEMENT

I, Jordan Faulk of Faulk's LLC, D.B.A. "Lawn Trust" agree to perform the Grounds maintenance service with (Cirand Panama) for the amount of \$ 7255/2400 per month for service). Services will begin on Feb 10th, 2024 and continue through Feb. 9th, 2025. Payments will be made monthly to Lawn Trust 1st day of each month by direct deposit. (First payment due upon Feb. 1st, 2024).

Summer  
7,285  
Winter  
2,400

Services

Grass Cutting  \_\_\_\_\_

Hedges  \_\_\_\_\_

Trimming  \_\_\_\_\_

Tree Trimming  \_\_\_\_\_

Blowing  \_\_\_\_\_

Summer Raking  \_\_\_\_\_

Edging  \_\_\_\_\_

Leaf raking  \_\_\_\_\_

Garden Weeds  \_\_\_\_\_

Vines  \_\_\_\_\_

Gutters \_\_\_\_\_

Haul-Off  \_\_\_\_\_

\$4360 x 2

Palms  @ \$140 per palm

Mulch/Pine Straw  @ \$20 per roll

Trash \_\_\_\_\_

Various \_\_\_\_\_

Weekly \_\_\_\_\_ Biweekly \_\_\_\_\_

Weekly Summer/Biweekly Winter  \_\_\_\_\_

Summer  
April - October  
Nov - MARCH  
WINTER

Sign and Date \_\_\_\_\_



LAWN MAINTENANCE SERVICE AGREEMENT

I, Jordan Faulk of Faulk's LLC, D.B.A. "Lawn Trust" agree to perform the Grounds maintenance service with (Grand Panama) for the amount of \$Feb. 9th, 2025 per month for service). Services will begin on Feb. 10th, 2024 and continue through \_\_\_\_\_. Payments will be made monthly to Lawn Trust 1st day of each month by direct deposit. (First payment due upon \_\_\_\_\_).

Services

- |                        |                           |
|------------------------|---------------------------|
| Grass Cutting <u>✓</u> | Hedges <u>✓</u>           |
| Trimming <u>✓</u>      | Tree Trimming <u>✓</u>    |
| Blowing <u>✓</u>       | Summer Raking <u>✓</u>    |
| Edging <u>✓</u>        | Leaf raking <u>✓</u>      |
| Garden Weeds <u>✓</u>  | Vines <u>✓</u>            |
| Gutters _____          | Haul-Off <u>✓</u>         |
| Palms <u>✓</u>         | Mulch/Pine Straw <u>✓</u> |
| Trash _____            | Various _____             |

Weekly \_\_\_\_\_ Biweekly \_\_\_\_\_

Weekly Summer/Biweekly Winter ✓

Sign and Date \_\_\_\_\_



## Grand Panama Lawn Care Scope and SOP

- Summer Season – all work to begin 7:30 A.M and continue through 4:30 P.M. with a 1-hour lunch @ 11:30 On Mondays.
- First Priority of Each morning will be Pool Areas until 9 A.M. (one crew member on top deck pool and two crew members on beach side pool and garden areas)
- 9 A.M. Crew will move to Front beach Road areas (including East and West sides of South Tower) and work until 11:30 A.M.
- 11:30 A.M. Crew will take Lunch for 1-hour in designated area appointed by Grand Panama management.
- 12:30 P.M. Crew will work to the West side of North Tower attending to Jasmine Gardens, Parking Lots and Oleander Tree Lines on Property Boundaries.
- 1:30 P.M. Crew will move to the back parking lot and dog area (mainly grass cutting).
- 2:30 P.M. Crew will move to the North area of the Northern Tower to clean tree lines, cut grass and attend to gardens.
- 3:30 P.M. Crew will move to the East most edge of property to cut grass attend to gardens.
- 4:30 P.M. Crew will leave property for the day.
- Fall season will be relative to Summer season but half days biweekly.
  
- June/July – Palms (\$40 Per Palm) will be trimmed on a separate day from regular maintenance.
- Main Gardens Island Gardens will be Priority.



- Pine Straw (\$20/roll) will be replaced Spring and Fall Holidays on a separate day from regular maintenance.
- We run all commercial equipment, Kubota Mowers with Stihl Hand Tools
- We have 2 main Trucks and a back up truck and mower for emergencies.
- We will place Grand Panama as our first stop on Monday mornings.
- We run Crew Control Software that will allow us to communicate with Grand Panama Management in real time.
- We are experienced in Irrigation; we can install systems and repair.
- I have been in the Lawn Care industry for over 20 Years. I have worked on many large commercial properties as an employee.
- We look to give top quality service. Nothing comes before top quality service and we understand that.
- Thank you for the opportunity to be of service!



Derek Gilbert <dgilbert@rchospitalityolutions.com>

---

## Fwd: MAINTENANCE BID

---

Jordan Faulk <Jordan.Bay.Faulk@outlook.com>  
To: Derek Gilbert <derekg@rcamflorida.com>

Tue, Sep 5, 2023 at 8:53 PM

Good Evening Derek,

I have revised the contract start and end dates. The \$7,285 is for the summer months April-October and \$2,400 for the winter months November-March. Palm tree pruning and pine straw rolls will be a separate charge. Its \$40 per palm tree and the total will be \$4,360 charged twice a year. Pine straw will be \$20 per roll. Let me know if you have any other questions.

Thank you,

Jordan

Sent from [Mail](#) for Windows

**From:** Derek Gilbert  
**Sent:** Tuesday, September 5, 2023 11:37 AM  
**To:** [jordan.bay.faulk@outlook.com](mailto:jordan.bay.faulk@outlook.com)  
**Subject:** Fwd: MAINTENANCE BID

Good Afternoon Jordan,

[Quoted text hidden]

[Quoted text hidden]

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 **Grand Panama Contrct Bid.pdf**  
1564K



P.O. Box 700, Lynn Haven, Florida 32444

August 18, 2023

Dear Mr. Steve Killcumings,

I would like to thank you for the opportunity to provide a proposal for the landscape management of Grand Panama located at 11800 Front Beach Road, PCB, FL., 32407.

Please find included in this Landscape Management Agreement the scope of work to be performed. This agreement shall be in effect for a period of 12 months from the execution date with work commencing on the first day of the month following the execution date. The commencement date of work can start sooner if required with the monthly fee pro-rated for starting in the middle of the month. This agreement will automatically be extended for an additional 12-month period unless terminated according to the agreement.

This proposal is good for a period of 30 days or until September 18, 2023.

If you have any questions about this proposal, please don't hesitate to contact me @ 850-814-1055.

Sincerely,

Ryan Singletary

## Landscape Management Agreement "Grand Panama"

Please find listed below the pricing proposal for the monthly landscape management of Grand Panama located at 11800 Front Beach Road, PCB, FL., 32407. Diamond Landscape Management is committed to providing quality work that exceeds the expectations of our clients.

### Monthly Landscape Management

<u>SERVICE DESCRIPTION</u>	<u>Monthly</u>	<u>Yearly Total</u>
<i>Base Management Monthly Price</i>	<b>\$900.00</b>	<b>\$10,800.00</b>
<ul style="list-style-type: none"> <li>• Mow, trim and edge all grass areas</li> <li>• All retention Ponds will be maintained every visit</li> <li>• Blow off all hardscapes and parking areas</li> <li>• Prune / Trim shrubs</li> <li>• Herbicide Treatment in bed areas</li> <li>• Litter pick-up</li> <li>• Monthly Irrigation Check</li> </ul>		
<b>Chemical Treatment</b>	<b>Monthly</b>	<b>Yearly Total</b>
<i>Base Price for chemical Treatment.</i>	<b>\$100.00</b>	<b>\$1,200.00</b>
<b>(Herbicide, Insecticide, Fungicide, Pesticide, Fertilization)</b>		
	<b>Monthly</b>	<b>Yearly Total</b>
<b>Total Monthly Price for base service:</b>	<b>\$1,000.00</b>	<b>\$12,000.00</b>

The following additional services will be provided at the pricing noted below:

<u>SERVICE DESCRIPTION</u>	<u>Unit Price</u>
Pine Straw (Installed/tucked)(As needed)	\$22.00 (Price per roll installed)
Irrigation work (As needed)	\$75.00 per hour + parts cost
Palm Trees cut	\$35.00 per tree cut and debris hauled away
Seasonal Annuals	Separate bid required

**Note:**

This agreement can be cancelled by either party by giving 30 days written notice to cancel agreement.



## **Scope of Work**

### **Mowing:**

All grass areas will be mowed on a weekly basis during growing season and a biweekly basis during dormant months. This proposal is for 36 visits yearly. During extended rainy periods the mowing will take place as conditions dictate.

### **Edging / Trimming:**

Edging and trimming will be performed along with each mowing to insure a very neat appearance to all hardscapes and beds.

### **Blowing:**

All parking and sidewalks will be blown off on each visit to the property in order to maintain a clean and neat appearance.

### **Bed Weed Control**

Beds in common areas will be sprayed for weeds as needed to maintain a neat appearance.

### **Litter Pick-Up**

All litter in common areas of property will be picked up on each visit to property.

### **Irrigation Check**

Irrigation system for common areas will be checked monthly to ensure proper working order. Any repairs will be performed as found and billed per maintenance agreement.

### **Pine Straw Installation**

Fresh pine straw will be placed in all beds throughout the property as requested at the price outlined in the maintenance agreement. Under most all commercial maintenance contracts fresh straw is thrown and tugged 2-3 times per year depending on the customer.

### **Seasonal Annuals**

Seasonal Annuals in most cases are installed twice per year. Winter Annuals and Spring Annuals. A separate quote is required before installation of annuals.

**TERMS AND CONDITIONS**

**Form of Payment:** Owner agrees to make payments via cash, check, or credit card on the dates listed above. Should the Customer choose to pay any sums under this contract via credit card, they agree to pay the Company's processing fee for the same, or to pay by alternative means. Company reserves the right to place a lien on the Owner's property upon commencement of this project as a customary protection to ensure payment and will fully release the lien upon receipt of final payment from the Owner.

**Change Orders:** Company will perform only those services approved in writing by the Owner. If the owner shall, at any time, require services not listed in the scope of work attached to this Company services contract, a written change order shall be created and signed by both parties prior to the performance of such work.

**Permits, Licensing, & Approvals:** Owner is responsible for informing the Company of any applicable covenants or local building guidelines, or any Condominium or Owner's Association rules or bylaws, which are known or knowable to the Owner. The owner is responsible for providing power at the pier installation location and is also responsible for the expense of relocating any underground utilities not identified by 411. The owner shall be responsible for obtaining and paying for all necessary permits and recording a notice of commencement if possible. Owner warrants that the work to be performed by Company is in conformity with the neighborhood, COA, or HOA requirements, if any, which govern the property, and acknowledge that Company is not responsible for researching these requirements or ensuring compliance therewith. The owner agrees to disclose any such restrictions to the Company if known or knowable by way of any published or recorded declaration of covenants or restrictions. Owner releases Company from any undisclosed requirements of this type.

**Insurance & Loss Coverage:** Owner agrees to maintain adequate property insurance to protect against loss or damage due to theft, fire, vandalism, or any other event occurring at the home outside of the control of the Company. The company agrees to maintain reasonable liability insurance to protect against personal injury or loss.

**Property Access, Authorization, and Foreseeable Damage Waiver:** Owner agrees to be present or have a designated agent or representative present at the scheduled work time to ensure that Company has reasonable access to the working area, including parking space. The owner explicitly warrants and represents that it is an owner of the property, or a person authorized to have labor or improvements

performed on the property. Company agrees to use its best efforts to avoid damaging any of the Owner's property and fixtures, but damages are not uncommon in the construction industry to the use of heavy equipment. As such, the Owner shall be responsible for, and agrees to hold company harmless for incidental damages to property due to equipment transfer, including but not limited to scrapes and cracks in sidewalks, driveways, damage or destruction of landscaping, rutted access paths, and other objects that may be damaged if they are not removed prior to the arrival of equipment. The owner agrees to exercise reasonable diligence in removing these items prior to the Company's arrival, and if not capable of being moved or marked, to put the Company on notice of these items' locations.

**Default:** Unless otherwise specified in the table above, payment is due and payable upon completion. Any payments not made within fourteen (14) days of the date each payment is due (either upon completion by default or specified above) each amount then due and owing will accrue interest at the highest legal rate then in effect in the State of Florida and shall continue to accrue interest until the sum is paid in full. The owner understands that in the event of non-payment of the obligations of this contract, that company will file a Florida Mechanic's lien and record the same against the subject

property, in order to ensure proper payment. The owner agrees that the filling of a lien or sending a notice to owner is allowed by Florida law and is not a breach of this agreement or the basis for filing suit.

**Dispute Resolution & Choice of Law:** Owner and Company agree to make reasonable efforts to resolve any disagreements related to this contract between themselves. In the event that the two parties cannot agree on an issue, both parties agree to resolve the issue through the Bay County Circuit Court located in Panama City, Florida, under Florida Law. The decision of that court shall be considered final. The parties agree said trial shall be a non-jury trial. The parties to this agreement agree that the prevailing party shall be entitled to recover attorney fees and costs of litigation or other dispute resolution procedures from the non- prevailing party.

### **Acceptance of Maintenance Agreement**

By signing below, both Diamond Landscape Management and Grand Panama Management agree to the terms and conditions as outlined in the Landscape Maintenance Agreement.

\_\_\_\_\_  
Diamond Landscape Management LLC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grand Panama Management  
Steve Killcumings

\_\_\_\_\_  
Date

ESTIMATE

**Prepared For**

Derek grand Panama

Gilbert

(850) 235-7342

**Northwest Fl. Landscape (Gena Pecori)**

Estimate # 246

8700 front beach rd.#4317, 3812 Mariner Dr 32408

Date 09/06/2023

Panama City Beach, Fl 32407

Business / Tax # 850\*630\*7752

Phone: 850\*630\*7752

Email: nwfllandscapedesign@gmail.com

Description	Rate	Quantity	Total
total clean up of all grounds	\$30,000.00	1	\$30,000.00

total cleanup of tower, one, tower two and northside parking. All grounds will be cut edged, trimmed and blown. All unhealthy or dead plants will be removed and replaced with new plants. All flower bed areas will be cleaned of all unwanted vegetation and weeds. All plants will be fed and or fertilized, and will also be sprayed with a three and one organic fungicide pesticide insecticide. All plants will be trimmed properly and free of any dead foliage, all debris from cleanup will be hauled away with a dumpster provided by us !all the bedding areas will be sprayed for weeds control prior to installing new pine straw on all grounds. Price includes cleanup, hauling, plants, and pine straw. Cleanup will take approximately 3 to 5 days, weather, permitting, and maintenance will immediately follow each week there after.

<b>Subtotal</b>	\$30,000.00
<b>Total</b>	<b>\$30,000.00</b>
<b>Deposit Due</b>	<b>\$15,000.00</b>

**Notes:**

a 50% deposit will be needed to schedule work and start work balance will be due on completion !

we can begin work upon acceptance of proposal!

















By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Derek grand Panama

Gilbert

**Budget Proposal for:**  
**Grand Panama Beach Resort**  
**Tower Garage**  
**11807 Front Beach Road**  
**Panama City Beach, FL 32407**

**October 2nd, 2023**



Brandon Durham  
VP of Business Development  
BDurham@Valcourt.net  
850-499-4066



# Scope of Work & Pricing

## **Grand Panama Beach Resort**

11807 Front Beach Road – Panama City Beach, FL 32407

**The following Scope of Work is limited to the Ground Floor to second level ramp, all of the 2<sup>nd</sup> level, and a small area on the Southeast corner of the Tower Garage.**

### **Base Bid:**

- 1) Remove existing coating in areas to be coated.
- 2) Shot blast areas that are to be coated.
- 3) Install new floor to wall sealant.
- 4) Install new BASF Masterseal TC 200 base coat at a rate of 60 SF per gallon.
- 5) Install intermediate coat of BASF Masterseal TC 225 with aggregate to refusal.
- 6) Install new final coat of BASF Masterseal TC 225.
- 7) Install striping in the same manner as current traffic plan.

WE HEREBY PROPOSE the following budget pricing to furnish labor, material, equipment and insurance – complete in accordance with this proposal dated October 2<sup>nd</sup>, 2023 for the following values:

**Base Bid:**

**\$310,000.00 - \$335,000.00**





PARKING DECK COATING  
*Grand Panama*





August 28, 2023

Steve Kilcummings  
Grand Panama  
11807 Front Beach Road  
Panama City Beach, FL 32407

Re: Grand Panama – Parking Deck Coating

Mr. Kilcummings:

Thank you for the opportunity to provide this proposal for the parking deck coating project at Grand Panama. We have visited the building to review the existing conditions, and our pricing is based on your request for proposal.

Included in the proposal are references from similar projects as well as licensing and sample insurance.

We appreciate the opportunity to provide this proposal and look forward to discussing it further. Please do not hesitate to call if you or the board should have any questions.

Respectfully,

Robert Sharpe



## Scope of Work

- 1. Surface Preparation:** Floor surfaces to be coated will be shot blasted to remove existing coating and to achieve the correct surface profile.
- 2. Joint Sealants:** At areas of coating installation, existing wall/floor joint sealants will be removed, the joints will be cleaned and prepared, a backer rod will be installed where applicable, and new urethane sealants will be installed.
- 3. Concrete Repairs:** After coatings have been removed, concrete floor surfaces will be sounded to identify loose or spalling concrete. Identified areas will be repaired per ICRI standards. This proposal includes 50 SF of partial depth concrete repairs.
- 4. Crack Repairs:** Cracks identified in the deck surfaces will be treated and repaired. Cracks less than 1/16" of an inch will be pre-stiped with base coat prior to coating application. Cracks that are larger than 1/16" will be routed to 1/4" x 1/4" joint and urethane sealant will be applied. This proposal includes 250 LF of crack repairs.
- 5. Ponding Repairs:** After pressure washing is complete, areas exhibiting standing water will be noted these areas will receive an epoxy leveling material in an effort to help eliminate standing water. This proposal includes an allowance of 150 SF of ponding repairs.
- 6. Parking Bumpers:** Existing parking bumpers will be detached, stored safely on-site while coating removal and installation is being performed, and reinstalled after coating is complete. This proposal includes an allowance of 5 EA parking bumper replacement due to damaged bumpers or bumpers that may be damaged during detaching and resetting.
- 7. Floor Coating:** After the above work is complete, the second level deck including ramp, along with the exposed area of the top level garage deck will be prepared to receive new coating system. This includes pressure washing and solvent mopping in order to remove surface contaminants. After surface prep is complete, Master Builders Master Traffic 1500 Extra Heavy Duty urethane vehicular traffic coating system will be applied. This system consists of a base coat, and intermediate coat with aggregate broadcast to refusal, followed by a top coat. All steps of the system will follow strict manufacturer specifications for surface conditions, atmospheric conditions, and material handling.
- 8. Striping:** After coating is complete, affected areas will receive new striping to match original configuration.



## Clarifications

1. Work will take 6-8 weeks to complete and will require closure of 2<sup>nd</sup> level deck during this time
2. After work is complete, Owner will receive a 5 year material warranty on applied deck coatings.
3. This proposal is based on deck mounted AC units remaining in place and worked around per the above scope of work.

## Pricing

We propose to provide all labor, equipment, insurance, and material to perform the above scope of work for the sum of: **\$398,496.00**



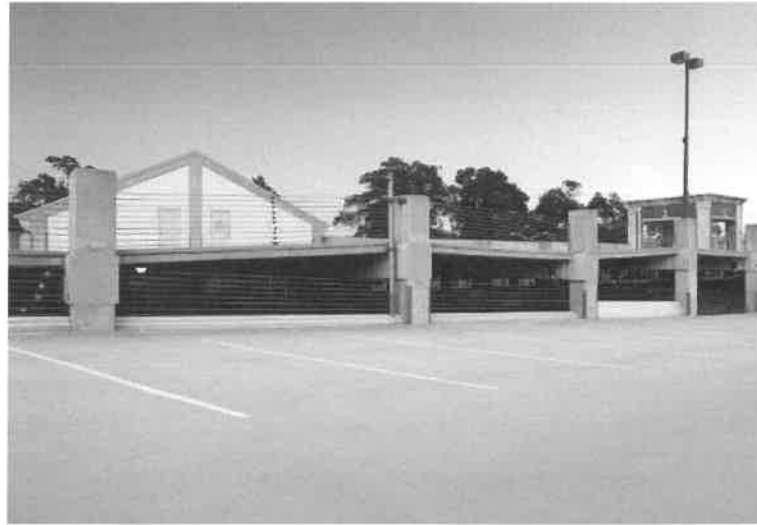


## COMPLETED PROJECTS

### Splash Resort

17698 Front Beach Rd.  
Panama City Beach, FL 32413  
Contact: Sal Albano  
Phone: 850-625-5350  
Email: [maintenance@splashresortpcbeach.com](mailto:maintenance@splashresortpcbeach.com)

C-Sharpe remediated both pedestrian overpass bridges, and while onsite, performed emergency hurricane stucco repairs, which then led to a complete exterior restoration project on both buildings and the parking structure. Repairs consisted of full sealant replacement, building coating deck coating, miscellaneous repairs, door painting, and walkway window replacement.



## COMPLETED PROJECTS

### University of Alabama

1205 14th Street  
Tuscaloosa, AL 35401  
Contact: Steven Mercado  
Phone: 205-393-1287  
Email: [smercado@fa.ua.edu](mailto:smercado@fa.ua.edu)

During the summer semester, C-Sharpe served as the general contractor for an annual maintenance project encompassing Stadium Drive, North ten Hoor, Ridgecrest, Riverside, and Ferguson parking decks. Some of the work scopes performed consisted of waterproof traffic coating systems, expansion joint replacement, structural concrete repair, masonry cladding repair and electrical upgrades that included installation of two backup generators. This project was completed on a very tight schedule prior to the fall semester, which was accomplished by much help and direction from the university's Construction Administration Department





## COMPLETED PROJECTS

### FSU Doak Campbell Stadium

208 Champions Way  
Tallahassee, FL 32306  
Contact: Mike Imbler  
Office Phone: 850-222-2281  
Email: [michael@childers-construction.com](mailto:michael@childers-construction.com)

This project completed for Tallahassee based Childers Construction was part of an 80-million-dollar addition and renovation of the stadium. The primary scope of work was the application of a four-coat pedestrian waterproofing system to the 360,000 square foot steel bowl that contains the majority of the stadium seating. The sprayed application of each coat had to be closely coordinated with the work of other trades and around summertime weather constraints to ensure it was finished in time for Florida State's first home football game.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**  
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BOSWELL, JIMMY CHANDLER**

C-SHARPE CO., L.L.C.  
181 MARKET STREET  
SANTA ROSA BEACH FL 32459

**LICENSE NUMBER: CGC1531752**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







## Service Agreement Non-Hazardous Waste

### OFFICE USE ONLY

New Business  
Ihopkins  
A36  
Permanent

Account Number:

Account Name Grand Panama Beach Resort COA, Inc.  
Service Address 11800 & 11807 Front Beach Rd,  
Service City: Panama City Beach, State: FL Zip:32407  
 Tel # 850-235-7342  
Contact Derek Gilbert  
Email derekg@rcamflorida.com

Billing Name Grand Panama Beach Resort COA, Inc.  
 Billing Address 495 N Richard Jackson Blvd.  
 Billing City: Panama City Beach StateFL Zip:32407  
 Tel # 850-235-7342 Cell # \_\_\_\_\_  
 Contact Derek Gilbert  
 Billing Email derekg@rcamflorida.com  
 Auto Pay No

SERVICE INFORMATION				SCHEDULE OF CHARGES					
Qty	Size	Type	Freq	Min /Tons Included	Per Haul	Per Ton	Extra Lift	Container Charge	Monthly Base Rate
1	20	COMP MSW	2x month	0 Ton Incl.	\$537.27	\$55.00	\$0.00	N/A	\$0.00
1	35	COMP MSW	1x month	0 Ton Incl.	\$537.27	\$55.00	\$0.00	N/A	\$0.00

Equipment Delivery Date: N/A Total Monthly: \$0.00

Franchise Fee: \$0.00 DFF: \$0.00 Permit Fee: \$0.00

**Delivery Instructions:**

No containers need delivered.

**Additional Information:**

Tower 1 contains the 20yd compactor. Tower 2 contains the 35yd compactor. Both compactors on property are rented by Grand Panama Beach Resort, Inc, they are not provided through Coastal Waste & Recycling. Service frequency to vary month by month due to season and service needs.

**Additional Services:**

**Delivery:** 0  
**Exchange:** 0  
**Removals:** 0  
**Relocate:** 0  
**Recovery Fee:** No  
**Admin Fee:** No  
**Maintenance:** 0

Trip Charge: \$ 100 Inactivity Fee: \$ 0 Per Day # Days: 0

Container Requirements: Wheels: No Lids: No Locks: No

**Region: Panama City**

Folio# n/a

Customer Acceptance and Agreement: Customer has reviewed, understands, and accepts the specifications, prices, terms, and conditions of this Agreement, which are incorporated herein and made a part hereof. The individual signing this agreement on behalf of Customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which go with the service levels attached herein and that he/she has the authority to sign on behalf of Customer.

This agreement is for an initial term of 36 months from the effective date and it shall automatically renew thereafter for an additional 12 months unless terminated as set forth herein. Please visit link below for Terms and Conditions of service.

Please visit [www.coastalwasteinc.com/terms-and-conditions](http://www.coastalwasteinc.com/terms-and-conditions) for terms and conditions.

01 / 01 / 2024 "Effective Date".

Customer agrees to pay overweight/overloaded fees

Customer: \_\_\_\_\_

Coastal Waste & Recycling Inc.

Authorized Signature: \_\_\_\_\_

Authorized Signature: Lauren Hopkins

Print Name: \_\_\_\_\_

Print Name: Lauren Hopkins

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Sales Executive Date: 09 / 27 / 2023

## SITE HAZARD ASSESSMENT FORM

Hazard Description					
Blind alley / corner	No	Heavy Traffic	No	School Zone	No
Push or Pull/Please detail length in notes below	No	Low Wires	No	Special Approach required	No
Damaged Corral	No	Left Turn Entry required	No	Special PPE required	No
Difficult approach	Yes Yes	Parked vehicles Nearby	Yes	Special Training required	Yes
Enclosure damaged	No	Pavement damage	No	Steep Grade	No
Electrical Panel Nearby	No	Pedestrian Traffic	No	Uneven surface	No
Gas Meter or Valve Nearby	No	Restricted Overhead-building	Yes	<b><u>Other- Note Below</u></b>	
Grease Container in Enclosure	No	Restricted Overhead-trees	No	<b><u>NO SPECIAL HAZARDS NOTED</u></b>	
Details of Above or Other Hazards Noted	Team site survey to be conducted for all safety concerns.				

**Photographs (Click in box below, click insert and select photo)**

**Actions Taken to Reduce Risk**





## SITE HAZARD ASSESSMENT FORM

February 2023

Line Item	Waste Pro	Coastal Waste	Total Saved
35 YD Compactor Haul Frequency	2	1	
35 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 35 YD Haul Cost	\$1,074.54	\$537.27	\$537.27
20 YD Compactor Haul Frequency	8	2	
20 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 20 YD Haul Cost	\$4,298.16	\$1,074.54	\$3,223.62
35 YD Tonnage	4.05	4.05	
Tonnage Rate	\$55.40	\$55.00	
Total 35YD Tonnage Cost	\$224.36	\$222.75	\$1.61
20YD Tonnage	5.89	5.89	
Tonnage Rate	\$55.40	\$55.00	
Tonnage 20YD Tonnage Cost	\$326.28	323.95	\$2.33
Fuel Recovery	\$888.49	\$0.00	\$888.49
<b>Total Monthly Bill</b>	<b>\$6,811.83</b>	<b>\$2,158.51</b>	<b>\$4,653.32</b>

March 2023

Line Item	Waste Pro	Coastal Waste	Total Saved
35 YD Compactor Haul Frequency	3	2	
35 YD Compactor Haul Rate	537.27	537.27	
Total 35 YD Haul Cost	1611.81	1074.54	\$537.27
20 YD Compactor Haul Frequency	8	2	
20 YD Compactor Haul Rate	537.27	537.27	
Total 20 YD Haul Cost	4298.16	1074.54	\$3,223.62
35 YD Tonnage	9.16	9.16	
Tonnage Rate	55.4	55	
Total 35YD Tonnage Cost	507.464	503.8	\$3.66
20YD Tonnage	10.62	10.62	
Tonnage Rate	55.4	55	
Tonnage 20YD Tonnage Cost	588.348	584.1	\$4.25
Fuel Recovery	\$1,050.86	\$0.00	\$1,050.86
<b>Total Monthly Bill</b>	<b>\$8,056.64</b>	<b>\$3,236.98</b>	<b>\$4,819.66</b>

April 2023

Line Item	Waste Pro	Coastal Waste	Total Saved
35 YD Compactor Haul Frequency	3	2	
35 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 35 YD Haul Cost	\$1,611.81	\$1,074.54	\$537.27
20 YD Compactor Haul Frequency	11	3	
20 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 20 YD Haul Cost	\$5,909.97	\$1,611.81	\$4,298.16
35 YD Tonnage	9.52	9.52	
Tonnage Rate	\$55.40	\$55.00	
Total 35YD Tonnage Cost	\$527.38	\$523.60	\$3.78
20YD Tonnage	12.58	12.58	
Tonnage Rate	\$55.40	\$55.00	
Tonnage 20YD Tonnage Cost	\$696.88	\$691.90	\$4.98
Fuel Recovery	\$1,311.90	\$0.00	\$1,311.90
<b>Total Monthly Bill</b>	<b>\$10,057.94</b>	<b>\$3,901.85</b>	<b>\$6,156.09</b>

May 2023

Line Item	Waste Pro	Coastal Waste	Total Saved
35 YD Compactor Haul Frequency	5	3	
35 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 35 YD Haul Cost	\$2,686.35	\$1,611.81	\$1,074.54
20 YD Compactor Haul Frequency	14	4	
20 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 20 YD Haul Cost	\$7,521.78	\$2,149.08	\$5,372.70
35 YD Tonnage	9.38	9.38	
Tonnage Rate	\$55.40	\$55.00	
Total 35YD Tonnage Cost	\$519.62	\$515.90	\$3.72
20YD Tonnage	14.26	14.26	
Tonnage Rate	\$55.40	\$55.00	
Tonnage 20YD Tonnage Cost	\$789.95	\$784.30	\$5.65
Fuel Recovery	\$1,727.68	\$0.00	\$1,727.68
<b>Total Monthly Bill</b>	<b>\$13,245.38</b>	<b>\$5,061.09</b>	<b>\$8,184.29</b>

June 2023

Line Item	Waste Pro	Coastal Waste	Total Saved
35 YD Compactor Haul Frequency	4		
35 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 35 YD Haul Cost	\$2,149.08	\$1,074.54	\$1,074.54
20 YD Compactor Haul Frequency	12		
20 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 20 YD Haul Cost	\$6,447.24	\$2,686.35	\$3,760.89
35 YD Tonnage	10.87	10.87	
Tonnage Rate	\$55.40	\$55.00	
Total 35YD Tonnage Cost	\$602.17	\$597.85	\$4.32
20YD Tonnage	21.10	21.1	
Tonnage Rate	\$55.40	\$55.00	
Tonnage 20YD Tonnage Cost	\$1,168.86	1,160.50	\$8.36
Fuel Recovery	\$1,555.12	\$0.00	\$1,555.12
<b>Total Monthly Bill</b>	<b>\$11,922.46</b>	<b>\$5,519.24</b>	<b>\$6,403.22</b>

July 2023

Line Item	Waste Pro	Coastal Waste	Total Saved
35 YD Compactor Haul Frequency	3		
35 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 35 YD Haul Cost	\$1,611.81	\$1,074.54	\$537.27
20 YD Compactor Haul Frequency	13		
20 YD Compactor Haul Rate	\$537.27	\$537.27	
Total 20 YD Haul Cost	\$6,984.51	\$3,223.62	\$3,760.89
35 YD Tonnage	8.56	8.56	
Tonnage Rate	\$55.40	\$55.00	
Total 35YD Tonnage Cost	\$474.20	\$470.80	\$3.40
20YD Tonnage	28.02	28.02	
Tonnage Rate	\$55.40	\$55.00	
Tonnage 20YD Tonnage Cost	\$1,552.20	1,541.10	\$11.10
Fuel Recovery	\$1,680.67	\$0.00	\$1,680.67
<b>Total Monthly Bill</b>	<b>\$12,303.38</b>	<b>\$6,310.06</b>	<b>\$5,993.32</b>



August 2023

Line Item

Waste Pro

Coastal Waste

Total Saved

35 YD Compactor Haul Frequency			
35 YD Compactor Haul Rate	5		
Total 35 YD Haul Cost			
20 YD Compactor Haul Frequency			
20 YD Compactor Haul Rate	13		
Total 20 YD Haul Cost			
35 YD Tonnage			
Tonnage Rate	7.01		
Total 35YD Tonnage Cost			
20YD Tonnage			
Tonnage Rate	11.93		
Tonnage 20YD Tonnage Cost			
Fuel Recovery			
Total Monthly Bill			

TOTAL SAVED FEBUARY TO AUGUST 2023

\$44,809.94



P.O. Box 1071 Acworth, GA. 30101 (770) 917-9188 (888) 948-2738

To: Grand Panama

From: William Seiz

Re: 2024 Rates

American Security Associates Inc. is pleased to present the following proposal for security guard services. We are currently servicing customers in your area and have a capable staff ready to meet all your security needs.

Through our research we have determined the following hourly billing rate. The following rate includes all employee pay rates, payroll taxes, employee benefits, operation cost, and administrative expense.

You will be provided with a client service manager so that you have a single source of contact for all your needs. Your client service manager will conduct weekly meetings, unannounced employee inspections, and oversee the day-to-day security operations. All client service managers are required to contact our clients on a weekly basis to ensure customer satisfaction.

### Suggested Price Quotation

The following is a fixed hourly billing rate. You will only be billed for actual hours worked. No additional cost will be incurred unless additional hours, emergency situations, or specialized service are required. Client is billed weekly, and payment must be received within 30 days of billing date.

Position	Pay Rate	Billing Rate
Security Officer	\$16.00	\$22.40 20.85
Supervisor	\$18.00	\$25.20 24.99

**Client is billed time and a half for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.**

**All wages, employee taxes, uniforms, equipment, administrative cost, and any additional cost associated with standard guard services.**