



From **Hiller Companies**  
637 Beal Parkway  
Ft. Walton Beach FL 32548  
(850) 659-7555

Quote No. **0233919**

Type Repair  
Prepared By Dale Cowie  
Created On 12/28/2016

Quote For **GRAND PANAMA BEACH  
RESORT**  
**GRAND PANAMA TOWER  
1**  
11807 FRONT BEACH  
ROAD  
PANAMA CITY BEACH FL  
32407  
8502493521

## Description of Work

- Remove and Dispose the existing Parking Garage Dry Pipe Fire Sprinkler System.
- Replace with New Identical Pipe and Sprinklers using Salt Guard Specifications. Re-use the Stainless Steel Hanger Rings.
- Hydrostatically Pressure test all new piping @ 200 psi.
- Secure a Permit by the PCB Building Dept.
- A 24-hour Fire Watch (if required) is not included in this quote.

## Services to be completed

### Sprinkler

REPLACE THE PARKING GARAGE DRY PIPE FIRE SPRINKLER SYSTEMS.

Parts, labor, and fees	Quantity	Price	Total
1ST LEVEL SYSTEM	1	\$21,140.00	\$21,140.00
2ND LEVEL SYSTEM	1	\$57,029.00	\$57,029.00
3RD LEVEL SYSTEM	1	\$57,029.00	\$57,029.00
4TH LEVEL SYSTEM	1	\$52,946.00	\$52,946.00
5TH LEVEL SYSTEM	1	\$47,725.00	\$47,725.00
GRAND TOTAL			\$235,869.00

*THIS YEAR*

## Terms and Conditions

### TERMS AND CONDITIONS:

1. Acceptance. These terms and conditions shall become a binding contract between the Buyer and Hiller upon authorization of work by the Buyer.
2. Limitation of Liability; Insurance & Indemnity; Limited Warranty. It is understood and agreed by Customer that Hiller is not an insurer, and that insurance coverage shall specifically be the obligation of Customer to purchase and amounts payable to Hiller hereunder are based upon the value of services and scope of liability as herein set forth and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect, avert or prevent.

The Customer agrees that Hiller shall be exempt from any liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom which the service or system is designed to detect, avert or prevent. That if Hiller should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to the service price (as increased by the price for any additional work) or

where the service for time and material, Customer's time and material payments to Hiller, as the agreed upon maximum damages. Where the inspection herein covers multiple sites, liability shall be limited to the amount of payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Hiller to assume greater liability, the parties shall amend this agreement herein by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Hiller of such greater liability provided.

In the event any person not a party to this agreement, shall make any claim or file any lawsuit against Hiller for failure of its equipment or service in any respect, Customer agrees to indemnify and hold Hiller harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

So far as it is permitted by Customer's property insurance coverage, Customer hereby releases, discharges and agrees to hold Hiller harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's premises whether said claims are made by Customer, Customer's agents or Customer's insurance company or other parties claiming under or through Customer. Customer agrees to indemnify Hiller against and defend and hold Hiller harmless from any action from subrogation which may be brought against Hiller by any insurer or insurance company or its agents, including the payment of all damages, expenses, costs and attorneys' fees. It is further agreed that the Limitation on Liability and the obligations of the Customer, set forth herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliates of Hiller, whether direct or indirect, Hiller's employees, officers and directors.

1. No Guarantee. Fire Suppression and Detection, Extinguisher and Sprinkler Systems, hereinafter "Fire Systems" are a significant help in reducing property loss and injury. However, Customer acknowledges no matter how good any Fire System is, nothing works perfectly under every circumstance and The Hiller Companies, Inc. must warn Customer that Customer cannot expect a Fire System to insure that Customer will never suffer any damage or injury. Hiller makes no Guarantee of the work of any parties outside of Hiller.

2. Customer Responsibilities.

Customer agrees that Customer will instruct all persons who may use the Fire System on its proper use. If Customer finds problems then it is their responsibility to notify Hiller and schedule a service call for which there will be a charge.

Any changes to the layout of equipment may affect the operation of the Fire System, and Customer agrees to notify The Hiller Companies, Inc. immediately of any aforementioned changes to schedule a service call for which there will be a charge.

1. General. Unless otherwise specified, work shall be done between the hours of 8:00 AM and 5:00 PM, exclusive of Saturdays, Sundays and Hiller Holidays. Hiller shall not be responsible for failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobediences or unrest, severe weather or any other cause beyond the control of Hiller.

TERMS ARE NET 30 DAYS pending Hiller credit department approval.

All lifting equipment (including man lift and cranes) is the responsibility of the Customer.

Customer agrees that any representation, promise, condition, inducement or warranty, Express or Implied, not included in writing herein shall not be binding upon any party, and that the Terms and Conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The Terms and Conditions herein shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by the customer.

Customer agrees this Agreement and the Terms and Conditions herein shall be governed by the Laws of the State of Alabama, United States of America.

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

Name: Donald Maloy Date: 8/7/17

Signature: 