



ADVANCED FIRE PROTECTION SERVICES, INC.  
wesavelives.com

# SYSTEM MONITORING AGREEMENT

**Advanced Fire Protection Services Inc.**  
37 Tupelo Avenue – Ft. Walton Beach, FL 32548  
Ft. Walton Beach, FL 850 244-2026  
Panama City, FL 850 236-0620  
Tallahassee, FL 850 249-8999  
[www.wesavelives.com](http://www.wesavelives.com)

## SALES AND SERVICE

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

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

## CLIENT INFORMATION

**Client Entity:** Grand Panama Beach Resort  
**Address:** 11807 Front Beach Road  
**City/State/Zip:** Panama City Beach, FL 32407  
**Office Phone:** (850) 585 7015  
**Contact Name:** Lindsay Williams  
**Contact Email:** lindsay.williams@fsresidential.com  
**Contact Phone:** (850) 585 7015  
**Contact Phone:** (850) 585 7015

## PROJECT SITE INFORMATION

**Project Name:** Grand Panama Beach Resort  
**Project Address:** 11807 Front Beach Road Tower II  
**City/State/Zip:** Panama City Beach, FL 32407  
**Agreement Date:** September 25, 2025  
**AFPS Agreement #:** 57272  
**AFPS Rep:** Tiffany Tabares  
**AFPS Rep Email:** ttabares@wesavelives.com  
**AFPS Rep Phone:**  
**Terms of Agreement:** [ ] 1 Yr. [ ] 3 Yr. [ X ] 5 Yr.  
**Annual Cost for Term of Agreement:** \$900.00

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

This Agreement is entered into by and between Advanced Fire Protection Services, Inc., 37 Tupelo Avenue, Ft. Walton Beach, Florida, 32548 (hereinafter "AFPS") and the Client stated above (hereinafter "Client"). AFPS agrees to provide system Monitoring services for Client's premises stated above, pursuant to the following terms and conditions: Client agrees to pay AFPS those fees for system monitoring services, as set forth herein;

## MONITORING SERVICES

1. **System:** "System" is defined as any Client, Facility Owner/Manager owned equipment that has as its primary function, to notify, or communicate, to a person, entity, or other notification devices, an event that Client requests to be monitored. "Systems" to be monitored, may include, fire alarm control panels, burglar/security/intrusion panels, elevator phones, environmental sampling systems.
2. **Central Station:** AFPS agrees to secure, and Client agrees to the use of, a competent THIRD PARTY, Florida Licensed system monitoring Company (hereinafter "Central Station"). Client acknowledges that Central Station is not related to, or part of, AFPS. In connection with said monitoring services, Client gives AFPS permission to secure any authorization necessary to fulfill the duties of this agreement from all governmental agencies having jurisdiction for monitoring Client's system.
3. **Transmission Methods and Facilities:** The system includes a communicator that transmits signals to Central Station by one of the following methods.
  - i. **Standard Telephone Service (POTS):** The communicator is connected to Client standard landline telephone service. AFPS recommends a dedicated phone line to communicate signals. Fire alarm monitoring *requires two phone lines*, the primary number is recommended to be dedicated, while the secondary (backup) line can be shared if it seizes the line when activated. AFPS recommends the use of an RJ31X or equivalent telephone jack to give the system priority over other telephones in your premises, however, when the system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the system connected to a second telephone line. Client agrees to reimburse AFPS for any costs that may be incurred to reprogram the system's communication devices because of area code changes or other dialing pattern changes.
  - ii. **Cellular or GSM Transmission:** If the cellular or radio services is used as a primary or secondary transmission path, the communicator is connected to an established national cellular network. Cellular or radio transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms and other weather events, owner failures, or other conditions and events beyond our control.
  - iii. **Internet Transmission:** The communicator is connected to the Internet, which uses your internet provider. In order for the system to transmit signals, it must have uninterrupted access to an Internet connection. An Uninterrupted Power Supply is required to maintain power to Client or utility owned modem/router/switch, and is to be provided and maintained by Client. IP installation may require Client to modify their network/computer/operating system/antivirus/firewall to allow signals to be transmitted to Central Station. Client agrees to arrange and bear all these related "on-premise" costs.
  - iv. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent the system from transmitting alarm signals to Central Station, and/or interfere with the telephone line-seizure feature of the system. **You agree to notify AFPS if you have installed or intend to install DSL, VoIP, BPL or other broadband or internet service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL, OR OTHER BROADBAND OR INTERNET SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH CENTRAL STATION.**
  - v. Client further acknowledges signals are transmitted over telephone lines, cellular, radio or the internet, which are wholly beyond our control and are maintained and serviced solely by the applicable telephone, cellular, radio or internet providers.
4. **Client Responsibilities:**
  - i. Client has the responsibility to follow specific instructions enabling AFPS to provide maximum system monitoring services, and it is further understood AFPS has the right to cancel service when Client action is detrimental to sound procedures and to refund proportionate amount of monitor service advance fee, if any.
  - ii. Client agrees to furnish any necessary electric current and required telephone/internet lines at the Client's own expense. Place of demarcation of any utility is with 10 feet of provided communicator.
  - iii. Client agrees to keep all contact (keyholder) information, premises information, account information, and all other pertinent information, current at all times. Client may only change/update this information by USPS mail or electronic transmittal. Verbal requests will not be honored. This is critical for security and proper notification during an event.
  - iv. **False Alarms and Runaway Signals:** Client agrees to instruct all users on proper use of system to avoid false alarms. SUBSTANTIAL fees can be assessed by emergency responders for reacting to false alarms! Runaway signals are created by faulty on-site equipment and create a huge drain on resources, which generally results in

extra charges by Central Station. Immediate attention is required to correct runaway signals. It is agreed that AFPS has the right to charge Client in exact proportion, if AFPS and/or Central Station is charged by any third party for a false alarm or excessive signals.

- v. **Maintenance, Repairs, Renovations**: The expense of all maintenance and repairs due to alterations in the Client's premises, alterations of the system made at the request of the Client, or made necessary by changes in the Client's premises, damage to the premises or to the system or to any cause beyond the control of AFPS shall be borne by the Client. It is mutually agreed that all repairs of the system shall be performed between the hours of 8:00 a.m. and 5:00 p.m. exclusive of Saturdays, Sundays, and holidays. After hours services with applicable additional charges are available for emergency situations.
5. AFPS assumes no liability for delays for interruptions of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of AFPS, and will not be required to supply service to the Client while interruption of service due to any such cause shall continue.
6. It is agreed that AFPS shall have no responsibility for the failure, neglect, or refusal of any person or authority notified by Central Station to respond to an alarm or emergency response condition, nor for any mistakes, errors, or negligence on the part of said Central Station, in connection with receiving information from Client's premises or relaying the alarm monitoring signals to emergency fire/rescue/medical/law enforcement personnel

**SYSTEM AND DISPATCHING INFORMATION**

1. Dispatching and contact information is critical to the proper operation of a monitoring system. The below information must be completed by Client at time of acceptance.
2. Client agrees to keep all contact (keyholder) information, premises information, account information, and all other pertinent information, current at all times. Client may only change/update this information by USPS mail or electronic transmittal. As a security precaution, verbal requests will not be honored.

DISPATCH INFORMATION				
SITE NAME			PRIMARY SITE NUMBER	
Grand Panama Beach Resort			(855) 330 2536	
ALARM PANEL SITE ADDRESS				
11807 Front Beach Road Tower II				
CITY		STATE		ZIP
Panama City Beach		FL		32407
TIME ZONE	NEAREST INTERSECTION		SYSTEM TYPE: BURG, FIRE, ELEVATOR, OTHER.	
PASSWORD				
PRIMARY ACCOUNT CONTACT PERSON:		PRIMARY ACCOUNT CONTACT PERSON:		
PANEL MAKE	PANEL MODEL	SIGNAL FORMAT	ACCOUNT NUMBER	COMMUNICATION METHOD
	LIST OF AUTHORITIES		TELEPHONE NUMBER	PERMIT NUMBER
1	1 POLICE			
2	2 FIRE			
3	3 EMS			
4	4 PRIVATE SECURITY CO.			
	PARTIES TO BE NOTIFIED IN ORDER OF PRIORITY		TELEPHONE NUMBER	EMAIL ADDRESS
1				
2				
3				
4				
5				

**GENERAL TERMS:**

1. **Term:** Monitoring services are billed in advance for a minimum of one year. Monthly or quarterly billing provisions are not provided. The initial term of this agreement shall be the term period stated above, "Term of Agreement". After the initial term, this Agreement shall automatically, without action by either party, extend and renew itself from year to year under the same terms and conditions except that either party may terminate the agreement at any time after the initial one year term by giving at least 60 days advanced written notice thereof, specifying the date and time of termination.
2. **Payment:** Monitoring services are billed in advance for a minimum of one year. Payment is due at time of invoice. AFPS may terminate this Contract and withdraw all services, without further notice, in the event payment becomes 45 days past due.
3. **Escalation:** Notwithstanding the foregoing, after the initial contract term, AFPS may, upon giving 30- days advance written notice to Client, increase prices to cover increased costs in the provision of monitoring services.
4. **Cancellation:** With 24 hour notice, AFPS may terminate this agreement and our services, without liability, if;
  - i. Central Station Company or Remote Communication Site(s) are destroyed by fire or other catastrophe, or so substantially damaged it is impracticable to continue service,
  - ii. Client does not pay AFPS as agreed,
  - iii. At the option of Client, the Client's premises are so destroyed or damaged as to make it impractical to continue service,
  - iv. Client refuses to allow AFPS to service communicator equipment creating mechanically induced false alarms, runaway signals, or any other equipment failures creating false reporting to central station receivers,
  - v. AFPS cannot acquire or retain the transmission connections or authorization to transmit signals between Client premises and central station receivers.
  - vi. Any advance payments made for service to be supplied subsequent to date of such termination shall be refunded to the Client.
  - vii. Florida Statutes require monitoring of commercial fire alarm systems. Florida Statutes require AFPS to notify the appropriate Authorities Having Jurisdiction (AHJ) of any fire alarm system impairment, including termination of monitoring services.
5. **Limitation of Liability:** It is understood that AFPS is not an insurer; that insurance shall be obtained by and be the sole responsibility of the Client and that the amounts payable to AFPS hereunder are based upon the value of the cost of, services provided hereunder and the scope of liability as herein set forth and are unrelated to the value of the Client's property or that of others located in or near Client's premises. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result, from the faulty operation of the system or failure on the part of AFPS to perform any of its obligations hereunder. CLIENT ACKNOWLEDGES THAT IT IS AWARE THAT NO ALARM SYSTEM CAN GUARANTEE PREVENTION OR LOSS, THAT HUMAN ERROR ON THE PART OF AFPS, CENTRAL STATION, OR MUNICIPAL AUTHORITIES/EMERGENCY RESPONDERS IS ALWAYS POSSIBLE, AND THAT SIGNALS MAY NOT BE RECEIVED BY CENTRAL STATION FOR VARIOUS REASONS. The Client does not desire that this contract provide for full liability of AFPS and agrees that AFPS shall be exempt from liability for loss or damages due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to detect or avert, and that if AFPS shall be found liable for loss or damages due to a failure of service in any respect, its liability shall be limited to a sum equal to one-half of the annual service charge paid by the Client or \$250 as liquidated damages and not as a penalty, whichever is greater. As the exclusive remedy, the provisions of this paragraph shall apply, if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance or obligations imposed by this contract or from negligence, active or otherwise, of AFPS, its agents or employees and/or Central Station. If the Client desires AFPS to assume greater liability, Client and AFPS will amend this agreement by separate writing to allow Client to pay an additional annual amount necessary to purchase an insurance policy for such greater liability. No such amendment shall be effective unless signed by the Client, AFPS, and insurance carrier that will be insuring the additional liability. UNDER NO CIRCUMSTANCES SHALL AFPS OR CENTRAL STATION BE LIABLE TO CLIENT OR OTHERS CLAIMING BY OR THROUGH CLIENT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR MANNER, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF CONTRACT BY AFPS AND/OR CENTRAL STATION, BREACH OF WARRANTY BY AFPS AND/OR CENTRAL STATION NEGLIGENCE OF AFPS OR CENTRAL STATION OR OTHERWISE.
6. **WARRANTY DISCLAIMER:** IT IS SPECIFICALLY UNDERSTOOD THAT AFPS DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. CLIENT

UNDERSTANDS AND AGREES THAT AFPS MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSED IN WRITING BY AFPS AND THAT NO REPRESENTATIVE OF AFPS HAS ANY AUTHORITY TO MAKE ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT. This provision shall inure to the benefit, and apply with equal force to Central Station.

- 7. **Indemnification:** To the fullest extent permitted by law, the Client agrees to and shall indemnify and save harmless Central Station and AFPS, their employees and agents, successors and assigns, and officers and directors from and against all claims, suits, causes of action, liability, costs, damages, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred or alleged to have been incurred by or caused to any person, entity, or thing as a result, directly or indirectly, of any of the services sold, performed, or covered by this agreement. This indemnification obligation shall apply even if the claim, suit, cause of action, liability, costs or damages are alleged to be caused in part by the negligence of a person indemnified hereunder.
- 8. **Limitation of Lawsuits - Waiver of Jury Trial:** Both Client and AFPS agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after an incident giving rise to a claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial. The Laws of the State of Florida shall govern this agreement. For all claims or disputes, venue shall be State of Florida, Okaloosa County.
- 9. **Assignment:** This agreement cannot be assigned by Client without AFPS' prior written approval. AFPS shall be permitted to assign this Contract to another entity and shall be relieved of further obligations under this agreement.
- 10. **Waiver of Subrogation:** Client agrees to rely exclusively on Client's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property in or near the premises. Client does hereby, for itself and all others claiming by or through Client under this Agreement or otherwise, release and discharge AFPS and Central Station from and against all damages covered by Client's insurance it being expressly agreed that no insurance company, insurer or other entity/individual will have any right of subrogation against AFPS and/or Central Station. No person other than Client, including any insurance company, shall have any rights under this Agreement.
- 11. **Entire Agreement:** The entire and only agreement between Client and AFPS is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by Client and AFPS. If any provision of this agreement is found to be invalid or illegal by a court of competent jurisdiction, the balance of the agreement shall remain in force

**Internal Use Only - Additional Notes:**

TTABARES 2025-01-13 11:53:05 AM: GSM Equipment and Installation expense in the amounts listed below depending on the term client selects. This charge will be due upon completion of the installation. These costs are in addition to the annual GSM Monitoring cost of \$900.00 per year as listed on page 1 of 7. Omni-direction antenna & 10-foot Cable Included. Option circled indicates term selected. 5-year agreement: Equipment and Installation Charge will be \$550.00 3-year agreement: Equipment and Installation Charge will be \$895.00 1-year agreement: Equipment and Installation Charge will be \$1,195.00 Client is responsible to ensure a functional standard 110 volt electrical outlet is available inside the fire alarm panel room at 48-72 inches above the finished floor, for the use by the AFPS GSM installer. \_\_\_\_ Client Initials.

AFPS Agreement # 57272

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date indicated below.

Tiffany Tabares  
\_\_\_\_\_  
AFPS Authorized Agent Name (Print)

\_\_\_\_\_  
Client Authorized Agent (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
AFPS Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date