



ADVANCED FIRE PROTECTION SERVICES, INC.
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INSPECTION 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

- ## 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

Company: Grand Panama Beach Resort
Address: 11807 Front Beach Road
 Panama City Beach, FL 32407
Contact: Lindsay Williams
Phone: (850) 585 7015
Email: lindsay.williams@fsresidential.com

PROJECT SITE INFORMATION

Project: Grand Panama Beach Resort
Proposal No.: 52766
Date: September 25, 2025
Address: 11807 Front Beach Road
 Panama City Beach, FL 32407
AFPS Rep: Tiffany Tabares
AFPS Rep Email: ttabares@wesavelives.com
AFPS Rep Phone:

| DESCRIPTION | INTERVALS | VISITS | SELECTED |
|-----------------------------------------|-----------|--------|----------|
| Annual Backflow Inspection (6) | | 1 | X |
| Annual Fire Extinguishers (120) | | 1 | X |
| Annual Private Hydrant Inspection (2) | | 1 | X |
| Quarterly Fire Sprinkler Inspection | | 3 | X |
| Annual Fire Pump Flow Test (2X1000 GPM) | | 1 | X |
| Semi-Annual Fire Alarm Inspection | | 1 | X |
| Annual F/A & Sprinkler Inspection | | 1 | X |

| | |
|--------------------------------|--------------------|
| 1 YEAR TERM ANNUAL COST | \$16,155.00 |
| 3 YEAR TERM ANNUAL COST | \$15,671.00 |
| 5 YEAR TERM ANNUAL COST | \$15,186.00 |

TERM:
 The initial term of this Agreement shall be for 5 Years (the "Initial Term"). The Initial Term shall begin on the date this agreement signed by authorized AFPS representative. The term of this Agreement shall automatically renew for successive 1 (one year) renewal terms unless AFPS receives Client's written termination notice at least sixty (60) days before the end of the current term.



INSPECTION AGREEMENT

WE PROPOSE

We propose to furnish the above-described services for the sum of: **\$15,186.00**

INSPECTION TERMS AND CONDITIONS:

1. NFPA Standards adopted by the Florida Legislature mandate the property owner or its designated representative shall be responsible for properly maintaining a required life safety system.
 2. NFPA inspection standards assume the original design and installation of the life safety system was in accordance with the applicable Standard at the time of installation. Therefore, the applicable NFPA Standards do not require the Inspector to verify the adequacy of the system design. The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments.
 3. The inspections and testing provided under this Agreement are not a system survey or engineering analysis of the system and/or its design. A system survey or engineering analysis is used to determine if the system(s) or equipment as designed, installed and/or modified, satisfy applicable codes, either at the time of installation or current, and/or if the system(s) is/are adequate for the hazard to protect the premises and/or property therein. Such an analysis, which is not provided pursuant to this Agreement, may include, but not be limited to evaluation of the absence of sprinkler heads/fire protection, the amount and placement of sprinkler heads, design of the system, hydraulic capacity of the system, the hazard or commodities being stored and other matters beyond the inspections provided in this Agreement.
 4. Any "Observations" noted during an inspection and/or testing does not constitute an engineering review of the life safety system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Standard, subject to the scope of work under this Agreement; however, such items are not part of the NFPA required inspection and test. AFPS makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.
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1. AFPS does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality, or other jurisdiction of Client's particular location.
 2. Definitions:
 - i. "Inspection" is a visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free of physical damage.
 - ii. "Testing" is a procedure used to determine the operational status of a component or system by physically manipulating components of the system.
 - iii. "Deficiency" is a condition in which a system or portion thereof is damaged, inoperable or in need of service, but does not rise to the level of an impairment.
 - iv. "Impairment" is a condition where a system or unit or portion thereof is out of order, and the condition can result in the fire protection system or unit not functioning in a fire event.
 - v. NFPA - National Fire Protection Association - National code and standards developer.
 3. OBSERVATIONS - Any noted areas of concern itemized separately or on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines subject to the scope of work under this Agreement; however, such items are not part of the NFPA required inspection and test. AFPS makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.
 4. When applicable, Client shall be responsible for coordinating with proper companies/personnel to ensure that the elevator recall, elevator shut down systems, HVAC chillers/boilers can be tested and reset during the inspection.
 5. Prior to AFPS performing any tests, Client shall notify alarm monitoring company (if monitoring is not provided by AFPS), and all occupants and tenants of the affected building.
 6. Emergency or additional inspections requested by Client will be furnished at an additional charge and will be performed pursuant to a written authorization subject to all terms and conditions of this Agreement.
 7. In the event additional equipment is installed after the date of this Agreement, such equipment shall be inspected pursuant to a separate, written authorization subject to all terms and conditions of this Agreement at AFPS's then- current charges for inspection of that type of equipment.



ADVANCED FIRE PROTECTION SERVICES, INC.
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INSPECTION AGREEMENT

8. Ready access to all units is required during comprehensive inspections. All fire protection equipment and fire protection systems components must be accessible to inspector at time of inspection.
 9. Additional trips and or man hours required to gain access to units or equipment is not included in this pricing and will be billed separately and client agrees to pay such additional charges. To avoid a \$135.00 charge, a 48-hour advance notice must be called in to Advanced Fire Protection Services, Inc. office to cancel or reschedule a scheduled inspection/service call. The Technician will wait 15-minutes after the agreed appointment time before leaving and reporting the customer as a no show. If access to any area or equipment required to be inspected is denied during AFPS's scheduled inspection, Client shall inform AFPS when such access will be granted in order to schedule a return trip, which return trip(s) will be billed as an additional charge at AFPS's then-current time and material fees.
 10. AFPS will schedule and enter Client's premises at all reasonable times to perform the inspections and/or tests required by this Agreement. This Agreement and its pricing are based upon AFPS being able to perform the inspection and/or testing during normal working hours from 8AM to 5 PM, Monday-Friday.
 11. Following each inspection, AFPS will provide the Client web access to a Report of Inspection. As required by Florida Statutes, AFPS will transmit, and/or allow web access, a copy of the Report to fire and/or building officials (Authority Having Jurisdiction). The Report and observations by AFPS are only advisory in nature and are intended to assist the Client in reducing the possibility of loss of life and minimizing property damage by indicating deficiencies in the fire protection system(s) which were discovered by AFPS's inspection.
 12. In the event AFPS's inspection reveals deficiencies of any kind, AFPS is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system or any device or devices of the Client or of others to which said systems are attached. AFPS shall solely be required to inform Client, by way of inspection report, of any such deficiencies.
 13. AFPS may grant Client access to AFPS owned software applications and corresponding data. Client access is for the duration of this agreement and will be denied immediately upon expiration or termination of this agreement. If Client account is current, within 12 months of expiration or termination of this agreement, Client may make a written request for printed copies of Inspection Reports for the previous 15 months, at no cost. Barcoding data is owned by AFPS and will not be transferred to Client or subsequent inspection companies.
 14. When excessive monitoring signals are being transmitted ("runaway signals"), client has the option of authorizing a service call to diagnose and repair the cause OR pay the excessive signal count charge AFPS incurs from the monitoring entity.
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SYSTEM and EQUIPMENT TERMS AND CONDITIONS

1. **NFPA Standards:** Client has reviewed and is familiar with the National Fire Protection Association Standards indicated below and understands the requirements and consequences of failure to comply with the requirements therein. Client is statutorily responsible for maintaining all fire protection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located. These Standards provide minimum requirements necessary for the periodic inspection testing and maintenance of your fire protection equipment and systems and shall be the Standards (with noted exceptions) used to perform stated contract services. The applicable edition of the NFPA Standard shall be as mandated by the Florida Administrative Code *at the time of execution* of this agreement. These Standards ONLY apply to equipment and systems that have been properly installed in accordance with applicable NFPA Standards:
 1. This agreement may include one or more of the below system types.
 - i. VENTILATION CONTROL AND CHEMICAL EXTINGUISHING SYSTEMS
 - a. **NFPA Standards:** NFPA 17 Standard for Dry Chemical Extinguishing Systems, NFPA 17A Standard for Wet Chemical Extinguishing Systems, NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
 1.
 - i. FIRE EXTINGUISHERS
 - a. **NFPA Standard:** NFPA 10, Standard for Portable Fire Extinguishers
 - b. **Site Survey:** Services provided under this Agreement do not include an analysis or survey of the fire hazard and appropriate selection of fire extinguishers relative to the particular classification of hazards. Such analysis and survey can be performed pursuant to a separate, written agreement.



ADVANCED FIRE PROTECTION SERVICES, INC.
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INSPECTION AGREEMENT

- i. FIRE SPRINKLER AND OTHER WATER BASED PROTECTION SYSTEMS, PRIVATE HYDRANTS
 - a. **NFPA Standard:** NFPA 25 Inspection, Testing and Maintenance of Water Based Fire Protection Systems
 - b. **Water Supply:** Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside water based fire protection systems. Such testing and equipment can be provided pursuant to a separate written agreement.
 - c. **Building:** The building owner or designated representative, shall ensure that all areas of the building containing water-filled piping and/or components shall be maintained at a minimum temperature of 40 degrees F, and not exposed to freezing conditions.
 - d. **Dry Pipe System:** Client is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system. Client is also aware that other sources of water exist in dry pipe systems in the absence of the operation of the dry valve, e.g. condensation from the air compressor maintaining the air pressure in the dry system. Client is aware that residual water left in a dry pipe system may freeze, cause damage to the pipes or other components and cause significant water damage to the premises and property therein. During inspection and testing of dry pipe systems, Client must identify, locate and provide AFPS full access to all low point auxiliary drains and/or drum drips so that residual water from testing can be drained. Client must also perform regular, proper draining of low point auxiliary drains and/or drum drips in accordance with the intervals described by NFPA 25 and as otherwise required. If any dry pipe or pre-action systems are included in this Agreement, inspection or testing of proper pitch or slope of the pipe is excluded.
 - e. **Five Year Internal Inspection:** Fire sprinkler systems are required to have a five year internal inspection and is NOT included in this Agreement. This service, and its costs, varies greatly depending upon building design, system type and system design. The year required varies due to the last documented 5 year inspection and what was accomplished at that time, therefore it is difficult to determine costs for the purposes of this agreement. Upon Clients request, a separate price and procedure will be provided when it is determined "when" and "how" this inspection is to be accomplished.
2.
 - i. FIRE ALARM SYSTEMS
 - a. **NFPA Standard:** NFPA 72 National Fire Alarm and Signaling Code

- GENERAL TERMS AND CONDITIONS

1. **Entity:** AFPS and Advanced Fire Protection Services Inc. are the same entity and are used interchangeably.
2. **Owners Responsibility:** In accordance with Florida Statutes, the responsibility for properly maintaining fire protection equipment and systems shall be that of the Owner of the property. In the event Client is not the owner of the property which is the subject of this agreement, Client agrees to indemnify AFPS for any and all claims or lawsuits asserted by said owner against AFPS related to the fire protection equipment and systems on the premises.
3. **Corrective Action:** Client shall, and is solely responsible to, correct or repair deficiencies or impairments that are found during the inspection and/or tests provided pursuant to this Agreement. AFPS will not perform any repairs or corrections absent a separate written agreement, which agreement will be subject to all of the terms and conditions of this Agreement.
4. **AFPS Not An Insurer:** AFPS is not an insurer against loss or damage. Sufficient insurance covering the Premises and any property therein shall be obtained by and is the sole responsibility of Client.
5. **Limitation of Liability – Liquidated Damages:** The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of AFPS to perform any of its obligations hereunder. 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 damage due directly or indirectly to occurrences, or consequences, from which the inspection and/or testing is designed to detect or avert. If AFPS shall be found liable for loss or damages due to a failure of inspection and/or testing or any service arising out of this Agreement in any respect, AFPS' liability shall be limited to \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to AFPS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Client's property or any property located in or around Client's premises. In no event will AFPS be liable to Client for incidental or consequential damages of any kind.
6. **Limitation of Liability – No Express or Implied Warranties –** The Client understands and agrees that AFPS hereby disclaims all implied warranties of any kind or type, including but not limited to, any implied warranty of merchantability and any implied warranty of fitness for any particular purpose. Client further understands and agrees that AFPS makes no express warranties as to the services rendered, and that no representative of AFPS has any authority to make any warranties or otherwise vary the terms of this agreement.
7. **Waiver of Subrogation:** AFPS is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole



ADVANCED FIRE PROTECTION SERVICES, INC.
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INSPECTION AGREEMENT

- responsibility of Client. 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 therein. Client does hereby, for itself and all others claiming by or through it, release and discharge AFPS from and against all damages covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against AFPS.
8. **Indemnification:** This Agreement is intended only for Clients' benefit. Therefore, Client agrees to the fullest extent permitted by law, to protect, defend, indemnify, release and hold AFPS and its related parties harmless from liability against all third party claims or losses (including reasonable attorneys' fees) brought against AFPS which relate in anyway to any services or materials provided by AFPS, or any other services or materials which Client or a third party claim AFPS should have provided. AFPS' related parties include its employees, agents and subcontractors. This indemnity agreement includes claims brought against AFPS by Client's insurance company, and includes claims against AFPS arising under contract, warranty, AFPS' own negligence or negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability whatsoever.
 9. **Jurisdiction and Choice of Law:** This Agreement shall be construed in accordance with the laws of the State of Florida, County of Okaloosa.
 10. **Severability:** If any provisions of this contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceability shall be severed from the Agreement and shall not invalidate or render unenforceable the entire Agreement. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of AFPS and the Client shall be construed and enforced accordingly.
 11. **Entire Agreement:** This Agreement contains the entire understanding and final expression of Agreement between the parties and supersedes and replaces any previous agreements between the parties. This Agreement may be amended only in a writing signed by both parties.
 12. **Assignment:** AFPS shall retain the right to assign this agreement without notification or approval of Client.
 13. **Attorney's Fees:** In the event that litigation arises out of this Agreement or the services performed pursuant to this Agreement, AFPS, if it prevails in the litigation, shall recover from Client, AFPS's reasonable attorney's fees and other costs of litigation. In the event Client fails to pay any invoice when due, and AFPS institutes collection efforts, AFPS shall be entitled to all costs of collection, including reasonable attorney's fees. Prevail shall mean AFPS receives value on its claim, a judgment in favor of AFPS or a dismissal of claims against AFPS without payment of money by AFPS.
 14. **Authorization:** The person executing this Agreement on behalf of Client, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises or Owner's designee and is authorized to enter into this Agreement for and on behalf of Client, Owner or Owner's designee.
 15. **Warranty:** AFPS repair labor is warranted from defects for a period of one year from date of completion. Materials are warranted by the manufacturer and only under the manufacturer's conditions and terms. AFPS does not extend the warranty period of any manufacturer's products, or otherwise warrant materials or parts.
 16. **Implied:** It is mutually understood and agreed that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in the Agreement shall not be binding upon any party and that this Agreement may not be altered, modified or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to this agreement.
 17. **Intellectual Property:** AFPS specifically retains ownership of all software applications, digital data, and formatting used to perform all services for Client. These processes include, but are not limited to, inspection, barcoding data, service and contracting estimating/proposing, calculating system design, drawings, and site testing, scheduling, dispatching, accounting, and training.
 18. **Performance:** Client agrees to notify AFPS immediately of any unsatisfactory work experienced. AFPS agrees to release client from the remaining term of this agreement, and only this agreement, under the following conditions;
 - i. Client shall notify, with details, in writing, of all issues within 3 days of incidence
 - ii. Written Notice must be delivered USPS Return Receipt:
Advanced Fire Protection Services Inc
37 Tupelo Ave. SE
Fort Walton Beach, FL 32548
 - iii. Client agrees to give AFPS 10 business days from date of receipt of Notice, to remedy or resolve all points of conflict
 - iv. Client must be current on all outstanding invoices
 - v. Cancellation option does not include system monitoring services
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INSPECTION AGREEMENT

ACCEPTANCE:

1. Advanced Fire Protection Services Inc. and the undersigned Client agree to the above-described specifications, conditions and payment terms.
2. This Agreement offering may be withdrawn by AFPS if not accepted by both parties within 30 days of the date shown on page 1 "Agreement Date".
3. If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

Tiffany Tabares

AFPS Agent Name (Print)

Client/Owner Authorized Agent Name (Print)

52766

AFPS Agreement Number

TITLE: Owner or Authorized Agent

AFPS Agent Signature

Client Signature

DATE: AFPS Acceptance

DATE: Client/Owner Acceptance