

12240 HWY 155 S, UNIT 1A, TYLER, TX 75703

OFFICE: 903-939-2066

FAX: 903-939-2019

## SERVICE PROPOSAL

Proposal Date	11/30/21	Project Name	Panola County Courthouse
Submitted to	Tommy Earle	Project Address	110 S. Sycamore St.
Street Address	110 S. Sycamore St.	Unit, Floor, Bldg #	
City, State, Zip	Carthage, Tx 75633	Project City, State, Zip.	Carthage, Tx 75633
Attention		E-mail Address.	tearle@co.panola.tx.us
Telephone	903-692-2844	Fax	

We hereby submit specification and estimates for:

**Conduct annual sprinkler inspection**

**Work to be performed during normal working hours and days**

Owners Responsibilities

- Owner/Occupant to notify 3rd party monitoring and disable alarms prior to start of work
- Owner/Occupant to protect or prepare all work areas
- Owner/Occupant to provide access to all areas pertaining to work

Specifically Excluded from Proposal

Fire Watch, Any electrical work, remodel taxes, removal and/or replacement of ceiling tiles, any raising/lowering/relocating of existing pipe for other trades, bonds, adequate water supply, painting, system monitoring, drain down fees, demo due to other trades, flex heads, center of tile, fire alarms, integrity of existing sprinkler system, protection for eaves/overhangs, combustible areas, concealed sprinklers, fire caulking, hydraulic calculations, permit, shop drawings, any work not specified in scope of work above

*We Propose hereby to furnish material and labor - Complete in accordance with above specifications, for the sum of*

**\$1,740.00**      **One thousand seven hundred forty dollars**

*plus, applicable taxes*

*If nontaxable please provide tax exempt certificate with signed proposal*

*\*NOTE\* This proposal may be withdrawn by AFPG if not accepted within 30 days of the proposal date.*

**PAYMENT TO BE MADE MONTHLY as the work progresses to the value of One Hundred Percent (100%) of all work complete and material on job site. The entire amount must be paid in full, within thirty (30) days after completion of work. All material guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Owner is required to carry fire, tornado and other necessary insurance. Our Workers are fully covered by Workmen's Compensation Insurance.**

Proposal Submitted By: *Gerald Jacobs*

Date: 11/30/2021

\*\*\*\*\*PROPOSAL/ TERMS & CONDITIONS ACCEPTANCE\*\*\*\*\*

### TERMS AND CONDITIONS

American Fire Protection Group, Inc.

Corporate Office  
Minnesota

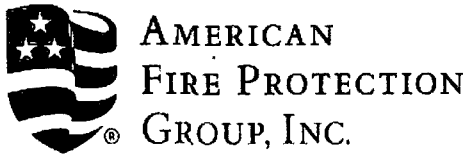
Fire Pro  
Louisiana

Perkins Fire Pro  
Arkansas

Superior Fire Protection  
Oklahoma, Tennessee

Standard Automatic Fire Ent.  
New Mexico, Texas

Mutual Sprinklers  
Texas



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The Work Authorization, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Work Authorization only. If Customer wants Mutual Sprinklers (The Company) to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.
2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.
3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES OR LIABILITIES, OF ANY KIND, RESULTING FROM OR IN ANY MANNER RELATED TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK), AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLELY OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS BUT SUBJECT TO THE LIMITATION IN PARAGRAPH 5. a. BELOW. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND, UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
5. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES:
  - a. CUSTOMER AGREES THAT THE LIABILITY OF COMPANY, IT'S OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS TO CUSTOMERS AND OR OTHER OCCUPANTS OR VISITORS OF THE PROPERTY, ARISING OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS, SHALL BE LIMITED TO THE LESSER OF \$ 10,000.00 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTOR, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION DOES NOT APPLY TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS.
6. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES TO BE RENDERED 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 THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 8% per annum on all past due sums, together with all costs of collection, including attorney's fees.

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AMERICAN  
FIRE PROTECTION  
GROUP, INC.

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11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

David L. Anderson

Printed Name (Required)

david.anderson@co.pano.k.tx.us

E-mail Address (Required)

*David L. Anderson*

Signature (Required)

12-7-2021

Date (Required)

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