



Hopkins County Tax Office \$580.00
Semi-Annual Fire Suppression System

Hopkins County Adult Probation \$792.00
-Fire Extinguisher
-E-lights

Hopkins County DA/District Clerk/ District Court \$792.00
-Fire Alarm
-Fire Extinguishers

All work is to be performed during normal working hours Monday thru Friday 7am to 4pm.

Optional Pricing:

Fire Alarm Monitoring Per Site:

Furnish and install cellular dialer-----\$1,100.00

Price per month per site-----\$55.00 per month

Exclusions:

- After-hour or Holiday work
- Repairs
- Tax

Our terms are Net 30

Hourly rates for Service Calls or Repairs:

Normal hours Monday thru Friday 7am to 4pm	\$145.00 per hour
After Hours Monday thru Friday 4pm to 7am	\$217.50 per hour
Saturday and Sunday	\$217.50 per hour
Major Holidays	\$290.00 per hour

We have a 3-hour minimum for service.

If you have any questions, please contact me at Dusty.Baugh@afpgusa.us or 972-589-4781 cell.

Sincerely,
Dusty Baugh

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: *[Signature]* Date of Acceptance: 9-23-24



TERMS AND CONDITIONS

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

1. This Agreement is for the work performed as detailed in this Proposal only. If Customer wants "American Fire Protection Group" 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 American Fire Protection Group 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.

American Fire Protection Group is NOT responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

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 American Fire Protection Group to make these assessments unless otherwise specifically indicated.

3. American Fire Protection Group 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 AMERICAN FIRE PROTECTION GROUP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES, OR LIABILITIES, OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY AMERICAN FIRE PROTECTION GROUP UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES", CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND 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. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT AMERICAN FIRE PROTECTION GROUP IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY AMERICAN FIRE PROTECTION GROUP. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF AMERICAN FIRE PROTECTION GROUP, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY AMERICAN FIRE PROTECTION GROUP SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF AMERICAN FIRE PROTECTION GROUP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST AMERICAN FIRE PROTECTION GROUP.
7. While American Fire Protection Group will make every reasonable effort to prevent the discharge of water into or onto areas 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 American Fire Protection Group.
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 the Customer's receipt of an invoice for 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.
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 written instrument signed by both parties.



April 21, 2024

Mr. Andy Endsley
Hopkins County Fire Chief
1286 Texas Street #B
Sulphur Springs, Texas 75482

Re: Annual Fire Protection Inspections

We are pleased to submit our proposal for the Fire Protection Inspections at the locations listed below.

Hopkins County Fire Station #20 **\$1,260.00**

- Fire Alarm
- Fire Extinguisher
- (1) Backflow Preventor
- (1) Kitchen Hood (Annual Only)

Hopkins County Court House **\$1,344.00**

- Fire Alarm
- Fire Sprinkler
- (4) Backflow Preventor
- Fire Extinguisher
- E-lights

Hopkins County Jail/New Jail Building **\$2,800.00**

- Fire Alarm
- (1) Wet Fire Sprinkler
- (3) Backflow Preventor
- Fire Extinguisher
- (1) Kitchen Hood Inspection

Hopkins County Jail **\$580.00**

- Semi-Annual Kitchen Hood Inspection

Hopkins County Civic Center **\$792.00**

- Fire Alarm
- fire Extinguisher

Hopkins County Clerk's Office **\$792.00**

- Fire Alarm
- Fire Extinguisher

Hopkins County Tax Office **\$1260.00**

- Fire Alarm
- Fire Extinguisher
- (1) Fire Suppression System