

17070 Collins Avenue Suite 263 Sunny Isles Beach, Florida 33160  
 4101 N. Andrews Avenue Suite 108 Fort Lauderdale, Florida 33309

305-956-9520 Fax 305-956-9392

## SECURITY SERVICE CONTRACT

Elite Guard & Patrol Services Inc. a Florida Corporation hereinafter referred to as "Elite Guard" agrees to provide **GREENWICH ASSOCIATION, INC.** hereinafter referred to as "CLIENT" with "Class D" Licensed Security Personnel upon the premises of **GREENWICH CONDOMINIUM PROPERTY** and more particularly described as the address located at: **1470 NE 123<sup>RD</sup> STREET NORTH MIAMI, FL 33161** for the days, times, and hours set forth herein by Client and hereafter requested by the Client.

SERVICE PROVIDED	SERVICE SCHEDULE	TOTAL SERVICE HOURS PER WEEK	HOURLY SERVICE RATE	TOTAL COST
One (1) Elite Guard State of FL Class D Licensed Unarmed, Licensed, Uniformed, & Insured Security Rover	SECURITY ROVER: Monday - Sunday 9pm-5am 7 days per week	56 hours	\$24.05 per hour	\$1346.80
		Security Only	7% FL Sales Tax	\$94.28
			<b>TOTAL</b>	<b>\$1441.08</b>

- TERM:** The services furnished by Elite Guard will commence on AUGUST 01, 2022 for a period of one year. This Agreement will renew each year with an annual cost of living / administrative cost increase of a minimum three - percent (3.5%). **Either party may terminate this Agreement with or without cause at any time by providing (45) days written notification to terminate via first class certified mail to the Elite Guard Corporate Office.**
- SCOPE OF WORK:** Elite Guard shall provide services to client only within the established area(s) of the "Client Premises", not including adjacent property, sidewalks, streets, residences, wooded areas, waterways, establishments, businesses, or other areas not specifically indicated in this agreement. The personnel shall perform the services described on the established & Client approved Elite Guard post orders. Employees of Elite Guard shall not perform duties not contracted for. Additional actions or duties performed by any Elite Guard personnel contrary to or in addition to the established post orders are done at the employee's own initiative and are not part of this service Agreement. Further that this Agreement is solely for the mutual benefit of the parties who enter into it.

3. **PERSONNEL:** Elite Guard employees will be assigned without regard to race, age, color, creed, sex, sexual orientation, gender identity or expression, natural origin and disabilities which do not impair performance, veteran status, or on any basis as prohibited by Federal or State law. Client may reasonably request via email to Elite Guard the removal of any personnel assigned provided such exercise is not in violation of law. In the event the Client is not satisfied with services performed or the personnel of Elite Guard, the Client (designated member of the property management) will give specific notice of their complain in writing via email and allow two (2) days to make any and all corrections (unless Security personnel has violated Florida Law or Chapter 493 regulations). Client may also request to meet with Security personnel and Elite management instead of providing complaint in writing. Isolated breaches in performance by individual security personnel shall not of it-self be grounds for termination of this Agreement.
4. **INVOICES:** Elite Guard will invoice the Client: **Bi-weekly** for services rendered and said amount will be payable within fourteen (14) days. Client agrees that in the event they are requesting an adjustment, the Client is required to notify Elite Guard within 24 hour notice from the date of the invoice otherwise all disputes and defenses will be deemed waived. If payment is not received within eighteen (18) days after the invoice date the Client will then incur a cumulative late charge of five percent (5%) of the balance owed each billing cycle. In the event payment is past due at anytime during the terms of this Agreement, the service rate will be subject to increase by **8%** per man hour. Any claims for losses or damages shall be made separately to invoices. Such claims shall be handled by submitting an invoice to Elite Guard or the appropriate insurer. Deductions or offsets from invoices will be considered a breach of contract.
5. **RATES:**
  - (a) Overtime rates will be applied as required by law and for additional hours of service when the Client requests an increase in the number of hours of Elite Guard personnel. Such additional hours requested may be needed for special events, emergency services, fire-watch, parties, broken gates, moves, etc. It is understood that should a condition arise that calls for an increase in services in addition to the services specified in this Agreement, the Client will give Elite Guard written notice of such additional services and Elite Guard will amend this Agreement to provide for such increase in the number of Elite Guard employees accordingly.
  - (b) Average Salary compensation for Elite Guard Personnel: \$17.00 per hour
  - (c) Any increase or costs due to a change in Federal, State, or Local Laws or Taxes (Wages, Labor Law, FICA, Federal and State withholding taxes, medical insurance). Costs associated with additional licensing required for personnel or additional training required, start-up training, medical service training requested if applicable, jury duty, staff meetings, court appearances / depositions on behalf of the Client, or any increases or additional labor costs beyond the control of the parties for the assigned personnel, will be passed directly through to Client on a cost basis.
  - (d) In the event the Federal and/or State minimum wage is increased, the rate for security services is subject to adjustment proportionately.
  - (e) Client agrees there will be an annual cost of living / administrative cost increase of minimum three and one-half percent (3.5%) on the hourly rate invoiced by Elite Guard.
  - (f) Service rate is subject to adjustment (increase) as a result of any decrease of scheduled service hours.
  - (g) Holiday hours will be invoiced at time and one-half the service rate invoiced. The recognized holidays include Christmas Day, New Years Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Memorial Day.
6. **HEALTH BENEFITS:** In the event Federal Law required Elite Guard to offer medical benefits to its employees, Client shall reimburse Elite Guard for its actual cost of such benefits for those Elite Guard employees assigned to Client that elect coverage.

- 7. FINANCIALLY SOLVENT:** Client represents that it is financially solvent. Client represents that Client alone shall be responsible for payment of all amounts invoiced by Elite Guard hereunder. Notwithstanding anything to the contrary herein, Elite Guard may terminate this Agreement at any time after twenty-four (24) hours prior written notice to Client due to Client's failure to pay any monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition in Bankruptcy, Insolvency, Reorganization, or the appointment of a receiver all or a portion of the Client's property. For purposes of this paragraph, time is of the essence. In such an event Client agrees to pay as liquidated damages, a sum equal to twice the amount owed to Elite Guard by Client as of the last date of services rendered (in addition to the 30 days of service required for termination stipulated in paragraph 1).
- 8. TERMS & CONDITIONS:** Upon any default by the Client with respect to payment for the services herein described or otherwise, the Client shall be liable for costs of collection, including reasonable attorney's fees whether suit is filed or not and court costs, if any, plus interest on the amount due at the highest lawful rate. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and the parties agree to submit to the exclusive jurisdiction of the courts of Miami-Dade County, Florida. FURTHERMORE, IN ANY ACTION BROUGHT UNDER THIS AGREEMENT, BOTH PARTIES AGREE TO EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.
- 9. HIRING:** It is agreed that the Client will not directly (in-house security) or indirectly (through a different security agency/Elite Guard competitor) hire a current or former employee of Elite Guard assigned to their property for a period of twelve (12) months subsequent to the termination date of this Agreement. Recognizing the costs incurred and expertise dedicated by Elite Guard in recruiting, selecting, and training its personnel, Client agrees to pay Elite Guard seven thousand five hundred dollars (\$7900.00) as liquidated damages for each person employed by the Client or its contractor hired in violation of this Agreement. Client agrees to submit to Elite Guard in writing the names of all Elite Guard personnel they wish to retain upon termination of services. Monies must be paid within three (3) days of violation. Client agrees to pay all court costs, collection costs, and attorney fees for non-payment.
- 10. HEALTH & SAFETY:** Client shall notify Elite Guard of any known or suspected hazards at any site where services are to be provided. Client represents that client property including building structure, attached or detached common areas are safe and structurally sound from personal injury including death. Client further represents it is following all OSHA guidelines currently established.
- 11. UNIFORMS:** All security officers assigned to the property will be required to wear a complete security uniform & concierge uniform provided by Elite Guard. Client may request changes in uniform style provided changes are not in violation of the State of Florida / Chapter 493 requirements and Elite Guard approval.

**12. ELITE GUARD SECURITY EQUIPMENT PROVIDED**

<i>SECURITY EQUIPMENT DESCRIPTION</i>	<i>COST FOR SECURITY EQUIPMENT PROVIDED</i>
<b>One (1) Verizon Wireless Smartphone</b>	<b>\$155.00 MONTHLY</b>
<b>One (1) licensed Security Application (Trak-Tik) for tablet App integrated for report writing with internet and basic word processing to send security reports and emails including PDF/Photo Attachments to management</b>	<b>NO CHARGE / INCLUDED IN SERVICE RATE</b>
<b>One (1) Marked Security Golf Carts</b>	<b>\$250.00 MONTHLY</b>
<b>Rechargeable Flashlights (MAG-LITE)</b>	<b>NO CHARGE / INCLUDED IN SERVICE RATE</b>
<b>Office Supplies (Pens, Paper, etc)</b>	<b>NO CHARGE / INCLUDED IN SERVICE RATE</b>
<b>Rain Gear / Jackets</b>	<b>NO CHARGE / INCLUDED IN SERVICE RATE</b>

**13. INSURANCE:** Client agrees to assume all risk of loss or damage to its premises, business and property and other's property on Client's premises occurring as a result of fire, theft or other casualty and Client agrees that it will maintain insurance to fully protect Client against such loss or damage. Accordingly, Client waives its right of recovery against Elite Guard for such loss or damage however caused.

Elite Guard shall maintain during the entire term of this Agreement and furnish the Client with a Certificate of Insurance, evidencing the following minimal insurance coverage:

- A. WORKERS COMPENSATION IN THE MINIMUM AMOUNT OF \$1,000,000.00
- B. GENERAL LIABILITY COVERAGE IN THE MINIMUM AMOUNT OF \$1,000,000.00
- C. UMBRELLA LIABILITY INSURANCE WITH THE LIMITS OF NOT LESS THAN \$2,000,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE.
- D. COMPREHENSIVE AUTOMOBILE LIABILITY COVERAGE WITH THE LIMITS OF NOT LESS THAN \$1,000,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE

Elite Guard shall furnish the Client with a Certificate of Insurance, and an endorsement from Elite Guard's insurance carrier naming the Client as an additional insured on all liability policies. Elite Guard will provide insurance policy adherence to the requirements established by the State of Florida / Division of Licensing regulations.

**14. LIABILITY LIMITATION AND INDEMNITIES:**

(a) Client agrees that Elite Guard is not an insurer and that amounts payable hereunder are based upon the value of services offered and not the value of Client's interest being protected or the property of Client or of others located on Client's premises. Accordingly, Elite Guard undertakes no liability to Client and makes no representation, express or implied, that its services will prevent occurrences or their consequences that result in loss or damage.

(b) Client agrees that Elite Guard shall not be liable for any claims incurred by Client, irrespective of origin, to person or property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this Agreement or by negligent acts or omissions, including those relating to the hiring, training, supervision, or retention of personnel of Elite Guard, its agents or employees.

(c) Client agrees that the services performed under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder confer any rights on any other party as third party beneficiary, or otherwise.

(d) It is specifically understood that Elite Guard is providing the number of security personnel and type of service including service hours as requested by the Client. Client is relying upon its own knowledge and investigation as to the number and type of security service required for their premises.

(e) Both parties agree to indemnify and hold each other harmless from and against any Claims made by a third party(s) including but not limited to injury, death, or damage or loss of property, arising from Elite Guard's gross negligence or willful misconduct or omissions, including those relating to hiring, training, supervision, or retention of Personnel by Elite Guard, its agents or employees.

(f) No general or limited partner in or of Elite Guard, whether direct or indirect or any direct or indirect partners in such partners or any disclosed or undisclosed officers, shareholders, principals, directors, employees, members, partners, servants, or managers of Elite Guard shall be personally liable for the performance of any liability or obligations under this Agreement.

(g) Client agrees that Elite Guard shall not be liable to perform this Agreement due to any "Act of God or Nature" or cause beyond Elite Guard's reasonable economic control, nor in any case for any consequential, incidental, or special damages or loss of profits including but not limited to riots, floods, washouts, fires, explosions, and any other cause not reasonably within the control of Elite Guard. Client agrees that in the event services continue during any natural disaster additional cost / overtime rates may apply to be allocated to the assigned personnel. Client may request to suspend services temporarily until client property / surrounding area is determined safe and accessible by local authorities.

(h) Elite Guard shall not be responsible for damages to vehicles, gatehouse, and gatehouse arms, caused by mechanical functioning or malfunctioning. Elite Guard is not responsible / liable for repairs, damage or injuries.

(i) Client hereby waives any and all rights of subrogation that any insurer of Client may have against Elite Guard.

**15. NON-WAIVER:** Failure of Elite Guard to enforce any provision of this Agreement, or any of its rights, or to exercise any election herein provided, shall not be considered a waiver of such provision or election or in any way affect the validity of this Agreement. The exercise by Elite Guard of any of its rights or any of its elections shall not preclude Elite Guard from exercising the same or any other right it may have under this Agreement.

**16. ASSIGNMENT:** Elite Guard is an independent contractor of the Client. This Agreement shall not be assigned by either party without the written consent of the other, except the Client may assign this Agreement to who is otherwise responsible for operating the security for the described property(s). Elite Guard will not utilize any subcontractor in performing their contractual obligation without written approval by The Client.

**17. EXCLUSIVITY:** Elite Guard shall be the exclusive security provider to the Client.

**18. MODIFICATIONS:** No amendment, modification, waiver, or discharge of this Agreement, or any provision hereof (including, without limitation, this paragraph) shall be valid or effective unless in writing and signed by both the Client and Elite Guard.

**19. ENTIRE AGREEMENT AND INTERPRETATION:** This Agreement constitutes the entire Agreement and understanding between the parties, and no representations, inducements, promises or Agreements not embodied herein shall be governed under the law of the state of its performance.

**20. CHANGES IN SERVICES / ADDITIONAL CLIENT LOCATIONS:** Each of the terms and conditions contained in this Agreement shall be applicable to any additional locations of Clients serviced by Elite Guard after the date of this Agreement including Special Details, Fire Watch, and Special Events, etc. Client is required to submit all changes in services or requests for additional service in writing.

This Agreement entered this 14<sup>th</sup> day of July 2022 by and between GREENWICH ASSOCIATION, INC. and Elite Guard.

GREENWICH ASSOCIATION

C/O BOARD OF DIRECTORS

1470 NE 123<sup>RD</sup> STREET

NORTH MIAMI, FL 33161

ELITE GUARD

17070 Collins Avenue

SUITE 263

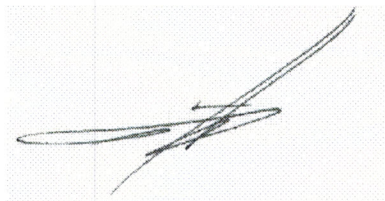
SUNNY ISLES BCH, FL 33160



AUTHORIZED REPRESENTATIVE

General Manager / Board of Director

PROPERTY MANAGEMENT



AUTHORIZED REPRESENTATIVE

ELITE GUARD