

SERVICE PROPOSAL

THIS PROPOSAL is made and entered into as of this 1 day of FEBRUARY, by and between **CENTURY PARC TWO** located in Florida a corporation not for profit (hereinafter referred to as the "Client") having its office in Miami-Dade County Florida and **BLUE KNIGHTS PROTECTIVE SERVICES, INC.**, a Florida corporation (hereinafter referred to as the "Company") having its principal offices at 3319 NW 74 AVE Miami, Florida 33122.

WITNESSETH

WHEREAS, the Client operates a Condominium Association in Miami-Dade County Florida (hereinafter referred to as the "Premises") and desires to engage the Company to provide guard services and personnel at the premises operated by the Client ; and **WHEREAS**, the Company is able and willing to provide such services on the terms and conditions set forth herein; and **NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. RECITALS

The above recitals are true and correct and are incorporated herein

2. SCOPE OF WORK

- A. During the term hereof, Company will provide unarmed guard services for the Client.
- B. Security Golf Cart Provided at a monthly cost.
- C. Dedicated cell phone provided at no additional cost.
- D. Company will provide trained personnel to perform guard services for the client according to following schedule:

**TO BE SET BY CLIENT: 1 GUARD FROM 7AM – 3PM (SHARED EXPENSE FOR CP1 (46%) AND CP2 (54%))
1 GUARD FROM 3PM – 7AM**

The Client in accordance with its needs and prior written approval from both parties may modify the schedule set forth above from time to time.

E. All officers will be completely outfitted, at the sole expense of Company, with necessary equipment, uniforms, and Company identification cards. All equipment, uniforms and identification cards furnished by the Company will remain Company's property.

F. The nature of officer's duties may be varied from time to time at the Client's request to meet the Client's requirements. It is understood that should a condition arise which calls for an increase in the number of officers normally used, the Client will give Company no less than one (1) week's advance notice of same, circumstances permitting and Company will increase the number of Officers accordingly.

3. COMPENSATION

The Client agrees to pay Company **\$150** monthly (golf cart) and the sum of **\$13.50** per man hour for regular time and time plus one half for the following holidays: LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, NEW YEARS DAY, JULY 4 and MEMORIAL DAY.

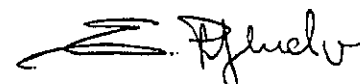
State of Florida service tax currently 7.00 % will also be applicable.

The parties agree that in the even that the Federal Government the Legislature, the State of Florida, or any other entity or agency with the power to do so passes a law, ordinance, mandate etc. which increases the mandatory minimum wage to be paid to employees in this state, the rate per man hour paid by the client at that time, will be increased in an amount equal to the increase in the minimum wage, plus the associated taxes and payroll liability costs.

An annual COLA increase will be set upon renewal to existing rate per hour. This increase will be discussed prior to renewal.

4. TERM

The term of this Agreement will commence on 2-1-19 und will expire on 1-31-2020; this Agreement will be automatically renewed at the end of the current term for a successive one (1) year term. Either Party can terminate this agreement at any time with or without cause providing written notice is given at least (30) days prior to the cancellation date.



5. PAYMENT

Company will remit invoices to the Client semimonthly at the rate to be charged for services as set forth in Paragraphs 3 and 4 above. The invoices will be payable within fifteen (15) days of receipt by the Client. In the event that it becomes necessary to collect unpaid balances owed to the company, the client agrees to pay all interest, ATTORNEY and legal fees incurred in the collection process.

6. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that Company is an independent contractor and will at its sole cost and expense be responsible for the following:

- A. Provide for all labor, equipment, materials and uniforms deemed necessary and acceptable to the client to perform the service under this Agreement.
- B. Procure all necessary licenses, permits, and certificates required in the performance the service under this Agreement.
- C. Payroll, unemployment and social security tax. Company agrees to be liable for all payrolls, unemployment, social security, workmen's compensation taxes, and/or contributions under federal, state, county and city law, pertaining to its guards. Company further agrees to indemnify and hold harmless the Client, its officers, directors agents and employees from any and all liability, loss, damage expenses, penalties and judgments arising out of any action or omissions of its guards to perform its services hereunder. This provision will survive the expiration or earlier termination of this Agreement.

7. INSURANCE

Company will obtain and maintain, at its sole cost and expense, insurance with coverage's and limits as set forth below with companies satisfactory to the Client, and not begin performing patrol services hereunder until certificates of insurances have been furnished and approved by the Client. Each policy will provide for thirty (30) days advance written notice of cancellation or material change by registered or certified mail to the Client from the insurance company, and renewal or replacement coverage's will be furnished to the Client prior to expiration

- A. Worker's Compensation and Employer's liability Insurance, covering all persons employed by Company in the performance of the work hereunder, with statutory limits required by the State of Florida

B. Commercial

General Liability Insurance with limits of at least One million Dollar (\$ 1,000,000.00) covering the Premises and operations, including coverage for Operations, Contractual Liability, Independent Contractors, Broad Form, Property Damage, Personal Injury with Care, Custody and Control exclusions deleted, covering all claims for bodily injury including death, claims for false arrest, detention or imprisonment, malicious prosecution, libel slander, defamation wrongful entry or eviction, or other invasion of rights of private occupancy.

- C. The limits of coverage set forth in this Article will apply solely to the Client and will not be shared by other client's of Company.

8. REPRESENTATION OF COMPANY

Company agrees to provide the following specific services:

- A. Officers will be fully uniformed. Uniforms for the officers will be furnished and paid for by Company and will remain the properties of Company.
- B. All officers will be licensed by the State of Florida.
- C. Patrol services covered by this Agreement will be performed in accordance with accepted security practices and standards.
- D. The officers will be subject to replacement at request of the Client, without cause. Any request for replacement will be accomplished within twenty-four (24) hours.
- E. The Company and its agents will not be dependent agents or employees of this Agreement the Company as independent agent herein will not have an authority to bind the client to any obligations nor to modify conditions of this Agreement, which could be construed in any way as creating a master/employee relationship. The parties hereto agree to strive to maintain at all times the integrity and separateness of this relationship at all time.
- F. Officers will be unarmed in connection with the performance of there Duties hereunder and will not possess other unauthorized weapons while in a professional or personal capacity on the premises.
- G. At all times while on duty at the premises, each Officer will carry an identification card issued by Company in a form and design approved by the Department of State as required by Section 493.311 (4), Florida Statutes.
- H. In performing the services required of it under this Agreement, Company will comply with all applicable federal, stated, county and city statutes, ordinances and regulations.

- I. The Security Officers will keep daily security reports. Company and Client will determine how the reports are to be submitted. The Client will be notified immediately of any incidents occurring on the Premises.
- J. The supervisory personnel of Company who are responsible for the direct supervision of the security officers will be available at reasonable times to report to and confer with the Client or its designated employees.
- K. It will be solely Company's responsibility to see that all personnel are properly trained and kept current with the most up-to-date practices.

9. MODIFICATION

No changes or modification of this Agreement will be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement will be valid unless is in writing and signed by the party against whom it is sought to be enforced

10. LICENSES AND PERMITS

Company will be responsible for obtaining and paying for all licenses, permits, operation taxes and the like services to be furnished hereunder. Company will perform the services set forth in this Agreement in accordance with all laws, ordinances and rules and regulations of any governmental authorities having jurisdiction over the Premises.

11. GOVERNING LAW AND VENUE

This Agreement will be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement will be brought only in a court of competent jurisdiction in Miami-Dade County, Florida

In the event that it becomes necessary to bring suit to enforce any of the terms or conditions of this Agreement or defend any claims, the prevailing party shall be entitled to recover its reasonable attorney fees & costs.

12. ASSIGNMENT

This Agreement is personal to Company and no rights or interests hereunder may be assigned by it without the prior written consent of the Client.

13. SEVERABILITY AND WAIVE

The partial or complete invalidity of anyone or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in anyone or more instances, upon the performance of any of the terms, coverage's or conditions of this Agreement, or to exercise any right herein, will not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects to further performance.

14. WRITTEN NOTICE

Written notice will be deemed to have been duly served if delivered in person to the Client or Company, or if delivered at or sent by registered or certified mail to the following addresses

FOR THE CLIENT

FOR THE COMPANY

IN WITNESS WHEREOF: the parties have executed this Agreement as of the day and year first above written.

For the Client

For the Company

Erika F. Wheeler
Print Name

Steven Balzer
Print Name

Erika F. Wheeler
Signature Title

Steven Balzer
Signature Title