

American Security Associates Inc.

Security Service Agreement

American Security Associates Inc., hereinafter referred to as “**Service Company**,” and **Grand Panama Beach Resort Condominium Association, Inc.** hereinafter referred to as “**Client**”, hereby mutually agree as follows:

Purpose: The purpose of the agreement is to establish a continuing relationship that is cooperative and confidential in nature; to help provide the client with a system of protection of its assets and employees against certain hazards.

1. **Appointment:** Client hereby agrees to use service company at the following Location(s): 11800, and 11807 Front Beach Rd. Panama City Beach, Fl. 32407
2. **Duties:** Service company will assist the client in preparing policies and procedures for the protection of its assets and shall enforce all orders relating to guard and/or patrol service.
3. **Service Period:** Service shall continue until terminated upon 30 days written notice by either party at contract year end, provided, contract shall automatically renew for another 1 year term at the end of each contract year thereafter, and provided further, that service company may discontinue its service immediately under this agreement upon default by client in making payment hereunder after demand therefore.
4. **Pricing:** Client agrees to pay Service Company for the services at the above location(s) at the following rates for 168 weekly hours.

(Officer Pay/Billing Pay)

Security Officer \$ 12.50 / \$ 18.13 per hour

Supervisor \$ 13.50 / \$ 19.58 per hour

Patrol Service \$ N/A per

Patrol Vehicle \$ N/A per

Golf Cart \$ N/A per

Additional Service: Description of

Service
 \$ per

The client will be billed time and a half for the following marked holidays:

New Year's Eve

Thanks giving Day X

New Year's Day X

Christmas Day X

Memorial Day X

Christmas Eve

Independence Day X

Easter

Labor Day X

Should client request additional services over those set forth, then the rate for such additional service shall be the rate mutually agreed upon in writing. Should labor rates and /or fringe benefits cost under existing labor agreements increase, or should new minimum wage standards be established by state or federal statutes, the above rate shall be increased by the percentage that such labor agreements or to the minimum wage standards prior to such increase.

5. **Terms of payment:** All invoices presented to client for services performed shall be due for payment upon receipt. Should it become necessary to employ an attorney to collect payments overdue hereunder, Service Company may charge client reasonable attorneys' fees.
6. **Independent Contractor:** Service Company is an independent contractor and neither Service Company nor its officers, agents, or employees are in law or in fact employees of the client. Service Company assumes full responsibility for worker's compensation, state unemployment tax, Medicare tax, social security, withholding tax deductions, uniforms, firearms, training programs, liability insurance, employee fidelity bond, state, county, and city license, group insurance, administration, inspection, and supervision.
7. **Insurance:** Service Company warrants it has comprehensive program of insurance covering its liability for personal injury (including bodily injury, false arrest, libel, slander, and similar torts) and property damage with minimum limits of \$1,000,000.00 and worker's compensation as required by statute. Service Company shall defend and indemnify client against any claims asserted by an employee or agent of Service Company.
8. **Liability:** It is understood that service company is not an insurer: that insurance shall be obtained by client, if any is desired; that the sum payable hereunder to service company by client are based upon the value of services offered and the scope of liability undertaken, and sums are not related to the value of client's interest protected or of property belonging to client or to others located on client's premises.
9. **Employees:** It is agreed that Service Company is not an employee agency and the service it renders is made possible only by a substantial investment in advertising, recruiting, training personnel to be effective employees at client's facility. Therefore, in consideration of these monies service company has invested in these employees, it is understood that client and client's vendors and contractors shall not hire employees of service company while the employee is employed by service company and 180 days thereafter employee terminates employment with Service Company. Client may waive this amendment for a fee of \$2500 per employee.
10. **Amendment:** The daily schedule of guard assignments, patrol inspection, and other services provided by Service Company may be changed from time to time upon oral or written notice by client and Service Company. Other amendments to the agreement must be in writing and signed by the parties hereto.

11. Entire Agreement: This agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises, or agreements or otherwise between the parties not embodied herein shall be of any force and effect.

Witness our signatures this 10th day of November, 2020.

American Security Associates Inc.

Name: William Seiz

Signature: 

Title: President

Client:

Name: Lee Waller, Esq.

Signature: 

Title: CAM