STATEWIDE SECURITY
ENFORCEMENT & INVESTIGATIONS

SECURITY SERVICES CONTRACT

FOR

TOSCANA AT BAY COLONY

STATEWIDE SECURITY
ENFORCEMENT & INVESTIGATIONS

CONTRACT FOR GUARD SERVICES

This is an Agreement/Contract Between Statewide Security Enforcement & Investigations, License # A2200367 B2200250 hereinafter referred to as "The Company' with a Corporate Mailing Address of:

13460 Rickenbacker Pkwy. Suite 1
Fort Myers, FL 33913

Or other locations owned or operated by same,

AND

Toscana at Bay Colony Contact Person: Lee Gouny, Phone: 239.596-6060 Email: lee.gouny@guestservices.com

located at: 8960 Bay Colony Drive Naples FL 34108 hereinafter referred to as 'Client'.

1. **Purpose Of Agreement:** Client agrees to contract with The Company to provide Security Services for his/her business or residence for length of time specified in this agreement.

2. **Duration:** This agreement shall be for a period of **One (1) Year(s)**, beginning on **January 1, 2024**. This contract will automatically increase at five (5%) per year after the initial year of the contract period. The Client has the option to extend the length of this agreement if he/she deems necessary, at the same conditions as outlined below. This contract will automatically renew unless cancelled in writing within ninety (90) days prior to the renewal date.

3. **Termination:** This agreement can be terminated by the Client provided ninety (90) days written notice is given in advance. This agreement may also be cancelled by The Company provided thirty (30) days advance notice is given. Any fees paid in advance are non-refundable for any reason.

4. **Security Guard Fees:** The Company is to be paid an initial fee of $ **31.00** per hour per concierge staff member, this guard will receive the hourly compensation of $**22.00-25.00**. and a fee of $ **65.00** per hour, for fire watch services as needed. An advance fee of $ **N/A** is to be paid before services commence (non-refundable). Rates shall be charged for all services performed including court appearances etc. When services are performed on When services are performed on New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Christmas Day, an additional payment of one and a half (1 ½) times the regular hourly rate as stated above. All fees are to be billed on a monthly basis in advance unless otherwise agreed. Any unpaid services that are over due more than thirty (30) days will be assessed a late fee of five (5%) percent of the total outstanding. The Company may terminate this agreement at anytime after forty-eight (48) hours prior written notice to Client due to Client's failure to pay any moneys due hereunder.

5. Additional/ Miscellaneous Fees:

In addition to the above fee(s), Client agrees to pay an additional fee of **$ 55.00** per hour for the following services: ___marked patrol vehicle **X** Other Services **Cell Phone & Guard Scan (No charge for Guard scan)** .

6. Hazard Fee:

In addition to the above fee(s), Client agrees to pay an additional hourly rate fee per hour or part there of, per number of Security Guard's (as noted above) for court appearances, work conducted under threat of physical danger; this is defined as any time the Client is threatened or under attack and/or during a declared state of emergency.

7. Expenses:

Client agrees to pay any other fees as required to any party protection or security personnel representatives as deemed by The Company which may be required by The Company with the Client's approval, (prior or otherwise). Client shall pay the hourly contracted price as well as any other fees associated with any contracted work, expenses, court or legal appearances that result from services performed under this contract.

8. Security Guard Duties:

The Company agrees to make every effort to protect Client and Client's property and persons on Client's property. Client understands that The Company representatives and Security Guards may be **"armed" or "un-armed"** and are permitted to carry weapons while on duty (subject to applicable state laws) and Clients authorization.

9. Non-Solicitation:

During the terms of this agreement and for a period of two (2) years after the termination of this agreement, the Client shall not, directly or indirectly, for itself or any other person, employ any person who is employed by Statewide Security Enforcement & Investigations Inc. On the date hereof or who has accepted an offer of employment from the Company during the term of this Agreement or solicit or encourage any such person to terminate his employment with SSEI Inc. or become affiliated with any other company or business which engages in similar business of Company with the Client such as the security services business. It is difficult to affix the actual damages, if any which may proximately result the Clients breach of this provision. Accordingly, for each breach of this provision (employee) the Client shall pay 1 year of the employee's annual gross salary.

10. Working Schedule:

The Company working hours shall be at the Client's convenience anytime during each 24 hour period, although performance of duties will not exceed eight (8) hours at any one time per Guard or Representative (cumulative forty (40) hours weekly) without an additional payment of one and a half (1 ½) times the regular hourly rate as stated above. Any additional hours or schedule changes without a seventy-two (72) hour notice will be considered "emergency" hours and will be billed at an overtime rate. .
The Client request services to be performed between the hours
of: **1500 (3 pm)** and **2300 (11 pm)** .
On the following days **Monday - Friday**
of: **0700 (7 am)** and **1500 (3 pm)** and
of: **1500 (3 pm)** and **0700 (7 am)**
On the following days **Saturday, Sunday & Holidays**
At the following location (s): **Same as Above**

11. Client's Guarantee of Legality:

It is agreed, without question, that The Company is unwilling and shall not perform any duties that might be construed as being illegal, criminal, or felonious.

12. Disclosure Agreement:

Client by signing this contract guarantees that all relevant information in regard to this contract has been disclosed and any additional duties or responsibility are not incumbent on The Company or their representatives.

13. Severability:

If any portion, part, paragraph of the contract should be judged illegal or unenforceable, it is agreed by the parties hereto that the remainder of the terms and conditions of the contract shall remain in full force and effect

14. Legal Jurisdiction:

Client agrees that if The Company is forced to institute suit to enforce terms of his contract at first page of this contract as to client shall be considered the legal address, and the terms and of this contract shall be applicable under the laws pertaining to the jurisdiction and venue in which this contract is/was negotiated.

15. Liability Limitation Indemnification:

(a) The Service Fee is based upon the value of Services provided, not the value of the interests or property protected. Accordingly, Company makes no representation or warranty, express or implied, that the Services will produce a result or prevent any loss or damage. Client agrees that the limitations of liability and Client's defense/indemnity obligations apply regardless of whether the loss is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents apply in favor of Company's Contractors.

(b) Company will defend and indemnify Client against any loss arising from the Services only to the extent the loss is caused by the gross negligence of the Company, its employees or agents while acting within the scope of their duties and authority. Client will defend and indemnify Company against any loss in connection with this Contract only to the extent the loss is caused by the negligence of Client, its employees or agents.

(c) Notwithstanding Section 5(b), in no event will the total liability of Company and its insurers for any Loss exceed $2,500.

(d) Notwithstanding Section 5(b), Client will defend and indemnify Company against any loss to the extent the loss exceeds $2,500.

(e) Notwithstanding anything to the contrary in this Contract, in no event will Company or its insurers be liable for any (i) environmental loss, (ii) punitive, special, exemplary, liquidated, indirect, or consequential damages or loss (including, without limitation, loss of profits or business), (iii) violent or armed action, or hi-jacking, (iv) loss arising from any remote or on-site cyber-activity or event, (v) injuries or deaths arising from any conditions of the Site, or services provided.

(vi) loss arising from or related to any circumstance beyond Company's reasonable control (including, without limitation, any failure on the part of Company's Contractors, any act of God or war, etc.).

(f) Notwithstanding anything to the contrary in this Contract, in connection with the US Safety Act, each party waives all claims against the other party for damages arising from or related to an act of terrorism; the parties intend for this waiver to flow down to their respective Contractors.

(g) Notwithstanding anything to the contrary in this Contract, if Company employees operate any vehicle other than one supplied by Company, Client will maintain insurance for the vehicle, Client's insurance will be primary, and Client will defend and indemnify Company against any loss arising out of Company's use of the vehicle.

(h) Notwithstanding anything to the contrary in this Contract, in no event will Company be responsible for any theft or other loss of property (including, without limitation, electronic data) not directly attributable to proven security officer thefts. In the event of allegation of security officer thefts, Client waives all right of recovery unless Company is notified of the allegations within 10 days, Client will fully cooperate with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained; however, if all the foregoing conditions are satisfied, all applicable limitations of liability in this Contract still apply.

(i) Written notice of any loss arising out of or relating to this Contract must be received by Company within 30 days following the date of the Client having actual knowledge of the occurrence giving rise to such loss. No action to recover any loss will be instituted or maintained against Company unless such notice is received by Company. No action to recover any loss will be instituted or maintained against Company unless the action is instituted no later than 12 months following the date of the occurrence from which the loss arises.

(j) Services are only for the benefit of Client; neither this Contract nor any Services confer rights on any other party as a third-party beneficiary.

16. Attorney's Fees:

Should any party hereto institute any action or proceeding in court or otherwise to enforce or interpret this contract by reason of or with respect to any alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the non-prevailing party such amount as the court may judge to be reasonable attorney's and paralegal's fees for the services rendered to the prevailing party in such action or proceeding, plus the prevailing party's costs and expenses therein, regardless of whether such action or proceeding is prosecuted to judgment.

17. Additional Agreements:

Sales Tax not included. Unless designated tax exempt (proof is required)

Included Free of Charge - Roving Field Supervisor

SERVICES TO INCLUDE:

- Operating the front desk, periodic checking interior , exterior doors, and pool area for any abnormalities, vetting guests, vendors and residents, checking identification, issue passes, monitoring camera system if it exists and other duties as requested by the association. Delivering newspapers by 5am.
- When on duty the employee shall be dressed in a company issued blue or black golf shirt, blue or black dress pants and a blazer in cooler weather.

We will require a copy of the community documents & existing post orders.

OPTIONAL SERVICES & FEES - *Prices Subject to Change Without Notice*

License Plates & Drivers Licenses	We have the ability to obtain the registered owners information from drivers licenses, VIN numbers and license plates. If this service is required the is a fee of **$5.00** per tag or VIN.
Background Checks	Criminal Background Checks for tenants or employees **$30.00** each person Nationwide check included.
Radar Speed Trailer	If requested we can supply a stationary speed detection device in an effort to slow motorists throughout the community. The fees for this are **$125.00** weekly or **$450.00** for the month.
Off-Site Camera Monitoring	We will monitor community's camera system from our office and request security or emergency service response clients location as necessary. Hourly Rate **$12.00**
Virtual Guard Service	We will monitor & answer the community's access control system from our office. We will call residents and request guest entry into the community. Hourly Rate **$12.00**
Golf Cart-	Flat rate - Monthly Charge **$350.00**
Marked Patrol Vehicle	**IF A MOTOR VEHICLE IS REQUIRED** - A vehicle Fee **$8.00** per hour is charged. Possibility of vehicle fee per hour adjustment due to rising fuel costs For every .50 per gallon increase in fuel charges above $4.00 the vehicle charge will increase by .50 per hour. You are charged ONLY for the hours vehicle is used.
Audio Communications -	Monthly Charge **$25.00 per radio**, Cell Phone **$55.00 per Phone or Tablet.**
Guard Check System -	Monthly Charge **$45.00**

EMAIL: SECURITY@SSEII.COM
WWW.SSEII.COM

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NICOLE "NIKKI" FRIED
COMMISSIONER

DIVISION OF LICENSING

06/03/21	02/26/24	B 2200250
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

STATEWIDE SECURITY ENFORCEMENT& INVESTIGATIONS, INC.
13460 RICKENBACKER PARKWAY,
SUITE #1
FORT MYERS, FL 33913

TARGIA, LINDA J., PRESIDENT
TARGIA, JOSEPH M, VICE PRESIDENT

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NICOLE "NIKKI" FRIED
COMMISSIONER

DIVISION OF LICENSING

04/30/21	04/30/23	DS1400009
DATE ISSUED	DATE OF EXPIRATION	LICENSE NUMBER

STATEWIDE SECURITY ENFORCE- MENT & INVESTIGATIONS, INC.
13460 RICKENBACKER PARKWAY
SUITE 3
FORT MYERS, FL 33913

THE *SECURITY OFFICER* SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER

FIRST YEAR COSTS

	Item	Description	Hours/Units	Hour/Unit Price	Total
1	Concierge Staff	Regular guard	4768	$31.00	$147,808.00
2	Concierge Staff - Holiday	8 days	128	$46.50	$5,952.00
3	Cellphone	Monthly	12	$55.00	$660.00
				Subtotal	$154,420.00
	Taxable lines 1-03			Tax	$10,037.30
				Grand Total	**$164,457.30**

* Totals are an estimate based upon actual holiday hours. Guard scan - there is no charge.

The above constitutes the entire agreement between Client and The Company, and no representations, guarantees or warranties have been made other than those specifically included herein.

Client: TOS CONDO BAY COLONY CONDO ASSN Signature — Date: 2023/11/22

Print Name: MICHAEL D. PLANTE / PRESIDENT — Title: President

The Company: Signature — Date: October 9, 2023

Print Name: Joseph Targia — Title: Vice President

Witness: Signature — Date: 2023/11/22

Print Name: Lee Gouny — Title: GM