

Minuteman Private Investigation & Security Agency
2328 Baldwin Road
Panama City, FL 32405

Phone: 850-769-0943

Toll free 1-877-514-6870

Fax: 850-769-4772

Security Services Contract

THIS AGREEMENT is entered into this **1st day of January 2013** by and between **Minuteman Security Agency**, hereinafter referred to as the "**Contractor**," and **Aqua Viata**, hereinafter referred to as the "**Client**". This agreement supercedes any contract now in effect between the Contractor and the Client.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS:

1. Term of Contract. The Contractor shall provide security services under this contract when requested by the customer, during the period of this agreement. This agreement begins upon the signing of this document by both parties and expires on **December 31, 2013**.

2. Scope of Work. For the purpose of performing this work, the Client will include any and all non-connected properties as well as all other common property where security is required.

3. Termination. Either party may terminate this contract at any time by giving 30-day written notice to the other party. In the event the client wishes to terminate the contract the contractor will be aloud to work the 30 day notice out, unless a different date is agreed upon in writing by both parties.

4. Breach of Contract. If either part to this agreement violates the terms contained herein, and legal representation is required to collect funds or address damages due to this violation, then payment for the associated expenses incurred by both parties shall be the responsibility of the party that violates the terms of this agreement. All efforts should be made by the damaged party to seek satisfaction before prior to legal action being taken.

Failure to Perform. In the event the Contractor fails to perform scheduled work, the Client shall have the option of acquiring replacement services to fulfill its immediate needs.

6. Status and Requirements of Contractor. The Contractor is an Independent Contractor in the legal sense of that term. The Contractor shall obtain and maintain all workers compensation, unemployment insurance, public liability insurance, company vehicle insurance and any other insurance required by law. Any additional equipment required by the Client, shall be at the expense of the Client, i.e., Cellular phones, pagers, radios, etc.

7. Contractor's Compensation. The Client agrees to pay the Contractor **\$13.75 per hour plus state sales tax** for security services as specified herein. The Contractor shall submit an invoice detailing the dates, times, and hours worked on a **bi-weekly** basis. All charges not in dispute by the Client shall be paid to the Contractor by the 7th business day following receipt of the invoice. If payment for the Contractor's services is not collected by the 10th day following receipt of invoice, a late fee of 1.5% shall be added onto the next invoice to the Client. Payment not received after 14 days of invoicing will result in suspension of security services until full payment is received. A deposit equal to 2-weeks of services may be required to reinstate security services after they have been suspended. Only the Contractor shall have the option to waive late fees. Hourly fee may change if minimum wage base is increased to a highly level during the contracted year.

8. Supervision by the Contractor. The Contractor can provide the Client's on site property management office with a list of key Contractor personnel, to include office phone and fax numbers, to include home phone, cell phone and pager numbers for emergency contact information. In addition, it is required of the Client to include this information to management of the Contractor for emergency purposes. The Client shall as a minimum, identify at least one supervisor with overall contract management responsibility to be available to respond whether verbally or physically to any routine or emergency request and concern for the well being of the Client.

9. Uniforms of Personnel. All workers of the Contractor shall wear the Contractors designated security uniforms, badges and equipment while working on the Client's premises. Uniforms must comply with state law.

10. Scheduling Work. The Client and Contractor shall collaborate to develop and maintain a Master Schedule for security services at the Clients on-site property management office at the beginning of this contract and shall update this schedule as needed to ensure accuracy. As a minimum, this schedule shall reflect the amount and kind of work planned for the current and following months.

11. Security Notification. In addition to the notification requirements associated with scheduling work, the Contractor shall provide detailed information to the Clients on-site property management office regarding any security observations, suggested security countermeasures, and security incident and any other security response matters. The Contractor shall collaborate with the Client to help abate the risks associated with a broad range of potential security issues. Based on the security assessment information provided by the Contractor, the Client on-site property management office shall make a good faith effort to address these security observations and recommendations.

II. SECURITY SERVICES RESPONSIBILITIES:

1. Protection and Prevention. The Contractor shall provide the Client with uniformed security personnel unless otherwise agreed upon and in accordance with state law, to protect the Client's property and make suggestions to relieve any hazards that are found to exist. The Contractor, in order to effectively carry out the responsibilities inherent to the security services work it performs on the Client's premises, is authorized to act as an agent in all matters pertaining to the lawful conduct of security operations. In such lawful conduct, the Contractor's assigned security personnel shall exercise this authority in a responsible manner to further the interest of the Client. However, this authority shall not extend to the expenditure of Client's funds or the oral or written contractual commitment of the Client to any third party contract or agreement, unless both parties to this agreement have agreed upon such an arrangement beforehand in writing.

2. Personnel Requirements. The Contractor shall collaborate with the Client's on-site property management office at the beginning of this contract to develop a set of general rules and written directives for the performance of security services at the Client's location, and shall update these documents as needed to ensure effective services are provided. The Contractor shall ensure that its personnel understand and comply with these rules and directives at all times while working at the Clients site. Contractor personnel shall carry out their duties at the Client's work site in the manner best suited for the circumstances, consistent with the aforementioned published general rules and written directives. Contractor security personnel may either be stationed at designated point, maintain constant patrol or do both, depending on the changing security conditions at the Client's site.

3. Licenses. The Contractor warrants that it is a licensed and insured organization, recognized and licensed by the State of Florida to provide security services. The Contractor further warrants that its executives and security officers are trained in those areas to commensurate with the services to be provided under this agreement.

4. Transportation. The Contractor shall provide transportation for assigned security personnel traveling to and from Clients premises. If Client wishes to have security patrol on-site in a marked security vehicle, Client shall either provide said vehicle or pay associated cost of said vehicle.

5. Legal Status. The property and premises of the Client shall not be construed as being within the care, custody or control of the Contractor or its security workforce at any time. The Contractor shall not be deemed liable for the negligent or criminal acts of third parties, either lawful or unlawfully committed on the Client's premises.

6. Supervision. The supervision of security personnel shall be the responsibility of the Contractor, who shall be accessible by either phone, radio or pager by the Client at all times that the Contractor's personnel are performing work at the Client's site.

7. Client Requested Personnel Changes. Consistent with good judgment, the Contractor shall at all times honor the Client's requests for the replacement of any assigned Contractor personnel that the Client feels do not fulfill the requirements of the service as outlined herein.

8. Contractor Work Shift. Contractor work shifts shall be a minimum of eight (8) hours in length unless otherwise agreed to and scheduled in advance by both parties.

9. Call off or Cancellation of services. If Client wishes to cancel security services for a particular day or after a guard arrives on site, if Client fails to give at least a twelve (12) hour notice, the Client will be billed for a four (4) hour call out fee. Only the Contractor may waive this fee. **(The above is only for unforeseen - emergencies and not to be used to cancel this contract). All other hours that have already been scheduled can only be canceled with a written agreement by both parties.**

III. UNIQUE CONTRACTOR REQUIREMENTS:

1. Preparation. The Contractor shall be afforded sufficient time after acceptance of this Agreement to recruit, develop, train and equip security personnel who can demonstrate a professional, competent and comforting demeanor, and project a suitable appearance at all times while on the Client's premises.

2. Firearms. The Contractor's personnel assigned to work at the Client's premises shall NOT bear firearms unless specifically directed and authorized by the Client's on-site property manager in response to a heightened security threat or condition on the Client's premises. This agreement shall in no way circumvent applicable federal, state, county or local laws as they pertain to the registration and licensing of firearms.

3. Hiring Restriction. The Client shall NOT employ, directly or indirectly, any person that has been employed by the Contractor at the site described in section I.1, while contract is in force or for a period of one (1) year after termination of this contract. If Client violates this term of contract, Contractor is entitled to fees to include licensing, training costs, and any other associated costs in the replacement of said personnel. Client agrees by their signature on this agreement and virtue of violating said agreement that they agree to pay said fees along with any associated legal fees that may or may not be incurred. If Client breaches this portion of the contract, Client forfeits any and all rights contained in this contract. The Contractor may choose to exit contract without prior written notice if this section is violated.

Addendum

As to the Contractor:
Minuteman Security Agency
2328 E. Baldwin Road
Panama City, FL 32405

As to the Client:
Aqua Vista
17155 Front Beach Road
Panama City Beach, Florida 32413
Office: 234-2151
Date: 02/19/2010

Contact: Diane Allen

5. Agreement. We the undersigned agree to the terms and conditions set forth in this Agreement.


Client (designated authorized signature)

11/27/2012
Date


Minuteman Security Representative

November 30, 2012
Date

Witness

Date