

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT FOR SECURITY SERVICES (“Agreement”) is made by and between:

DEL WEBB OAK CREEK HOA

whose address is

24311 WALDEN CENTER DR., STE. 300
BONITA SPRINGS, FL 34134

RAMCO PROTECTIVE OF ORLANDO, INC., whose address is

718 Northlake Blvd Suite 1020, Altamonte Springs, Florida 32701 (“Ramco”)

Whereas Association and Ramco may sometimes collectively referred to as the (“Parties”)

WITNESSETH:

Whereas, the Client is a property owners association with responsibility for maintaining the common property of and administering the covenants and conditions for a number of separate subdivisions and planned communities commonly referred to as the Association. The Association desires that Ramco furnish on and or off site security and access control services at the premises listed above.

Whereas, Ramco is engaged in the business of providing professional security and access control services upon a contractual basis and desires to provide such services to the Association.

NOW THEREFORE, in consideration of the terms and conditions and other good and valuable considerations, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Independent Contractor:** Ramco, in making and performing this Agreement, acts and shall always act as an independent contractor. Nothing contained in this Agreement shall be so construed or applied as to create or imply the relationships of partners, or agency, joint ventures, or employer and employee. All persons performing services on Ramco’s behalf shall be employees of Ramco.
 - a. Ramco shall have full and exclusive control of the hiring and training of its employees.
 - b. Ramco will pay expenses for said employees including, but not limited to, wages, salaries, employment benefits, all social security taxes, federal and state unemployment insurance, and any similar taxes relating to such employees.

2. **Description of Services:** Ramco shall provide the Association with the following services as outlined within **Exhibit "A"** and **"B"** to this Agreement
 - a. Ramco shall provide the Association with an adequate number of personnel that fulfills the hours requested by the Association and as indicated within Exhibit "B".
 - b. All Access Control and Patrol Services shall be provided, subject to, and in accordance with the terms and conditions included in the "Performance Documents." Said Performance Documents consist of:
 - i. Exhibit "A"
 - ii. Exhibit "B"

3. **Commencement and Term:** The "Term" of this Agreement shall commence on 04.14.24 ("Commencement Date") and continue through 04.13.26 provided, however, this Agreement may be terminated by either party as outlined below in section 4 of this Agreement.

4. **Termination:** Either party may terminate this Agreement with or without cause by providing the other party thirty (30) days prior written notice of termination to this Agreement.
 - a. **Employee Retention**
 - i. Shall the Association desire to retain any personnel employed by Ramco and assigned to the Association site shall do so by formal written request and sent certified to Ramco.
 - ii. Ramco retains the sole discretion to impose a retention fee to the Association in an amount not to exceed two thousand five hundred (\$2,500.00) for any employee the Association desires to retain.
 - b. **Access Control Equipment**
 - i. If Ramco has provided the Association with Access Control Equipment (Exhibit "C") as part of this Agreement and the Association exercises their right to terminate this Agreement; The Association shall have the option to retain the Equipment and Proprietary Licensing using the following buyout clause:
 1. If Termination is less than 1 year:
 - a. Buyout is 100% of the original system value
 2. If Termination is greater than 1 year but less than 2:
 - a. Buyout is ten percent (10%) less the original system value
 3. If Termination is greater than 2 year but less than 3:
 - a. Buyout is 15 percent (15%) less the original system value
 4. If Termination is greater than 3 year but less than 4:
 - a. Buyout is 20 percent (20%) less the original system value
 5. If the Agreement expires and no renewal is agreed upon:
 - a. Buyout is 50 percent (50%) less the original system value

5. **Non-Solicitation:** Throughout the life of this Agreement, the Client or its members shall not directly or indirectly recruit, solicit, encourage, or attempt to recruit or encourage any employee of Ramco to leave his or her employment with Ramco to work for another business entity that is providing or may provide on-site access control services to Client. Client freely acknowledges and recognizes that Ramco has a vital and legitimate business interest in

maintaining, protecting, and preserving the integrity of its workforce, which it has developed at significant cost, specialized training and effort, and that these legitimate business interests would be irreparably harmed and damaged by any threatened or actual breach of this provision. Client further acknowledges that Ramco's remedies at law for such a breach will be inadequate and that, consequently, in addition to any remedy available at law, Ramco shall be entitled to injunctive relief to prevent and/or halt a breach or threatened breach by Client of the non-solicitation covenant.

6. **Payment Terms and Conditions:**

- a. The Association agrees to pay Ramco weekly ("Weekly Amount") for the Services (Exhibit B and or Payment Schedule) during the Term, plus any additional mutually agreed upon Exhibits found within this Agreement.
 - b. Ramco shall remit an invoice for the Services on a weekly basis ("Invoice") subject to any reductions and setoffs.
 - c. Ramco is permitted to bill time and a half on New Year's Day, Labor Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. Other than the aforementioned holidays no overtime shall be billed to the Association without the Association's express prior written approval.
 - d. The Association may increase or decrease the number of man-hours provided by Ramco from time to time as the Association exclusively determines in its sole discretion; provided, however, the Association shall be required to provide 72 hours' advance notice of such changes. If the Association requires additional man-hours sooner than 72-hour notice, any man- hours incurred by Ramco prior to the expiration of the 72-hour advance notice window shall be billed to the Association at a time and a half rate.
 - e. The service rate(s) outlined within Exhibit B shall be effective for the first year only.
 - f. The Weekly Amount is subject to increase on the first, second and third anniversary of this Agreement in an amount to be negotiated with the Association at least ninety (90) days prior to the anniversary of this Agreement.
 - g. Ramco will utilize current market-based indicators to determine the service rate increase.
 - h. Ramco shall provide notice to the Association of the desired increase to the Weekly Amount.
7. The Association may accept, reject, or counter propose Ramco's desired increase to the Weekly Amount. All agreed upon increases in the Weekly Amount shall be set forth in an addendum to this Agreement signed by both Parties. In the event the Parties are unable to agree upon a new service rate to Weekly Amount not less than thirty (30) days prior to the anniversary of this Agreement, the Agreement shall terminate on the anniversary on the anniversary date of this Agreement. Notwithstanding the foregoing, any time prior to termination of the Agreement under this provision, the Parties may prevent the termination of this Agreement by executing an addendum setting forth the Weekly Amount and acknowledging the continuation of the Agreement

8. Data Collection and Privacy Policy

- a. All electronic, written or verbal resident data provided to Ramco Protective of Orlando (Ramco) as part of this agreement, or otherwise entered in to the security system provided by Ramco, including but not limited to address information, entry records, email addresses or phone numbers, will be used solely for the purposes of providing the community with the security services for which it contracted.
- b. Acknowledging the confidential nature of this data, Ramco agrees to never sell, trade or otherwise provide resident data to any and all third parties, unless requested to do so, in writing, by an authorized representative of the community or by the order of a court of competent jurisdiction.

9. Correction of Services; Repairs.

- a. When it appears to the Association during the Agreement or upon Ramco's submission of an invoice for the Weekly Amount; the Association shall notify Ramco in writing of any Services that the Association believes to not be in accordance with this Agreement.
- b. If Ramco fails or neglects to carry out the correction(s) of and/or to the Services within a ten (10) business day period of the written notice from the Association (unless the Association provides a longer period to cure), the Association may, without prejudice to its other remedies, direct Ramco in writing to stop the Services until the correction is made. In such case, or in the case Ramco terminates the Agreement as per section 3, the total amount due and owing to Ramco shall be adjusted to deduct the cost of such correction or Ramco shall reimburse Association for the costs and expenses associated with such correction(s)

10. Insurance

- a. Ramco shall purchase and maintain throughout the term of this Agreement the following insurance issued in amounts required by law, but in no event less than those specified below, and no work shall be commenced under this Agreement until Ramco shall have obtained all requisite insurance coverage, providing proof of that coverage to Client, and Client shall have approval
- b. Worker's Compensation
 - i. Ramco shall purchase and maintain, with an insurer authorized to do business in the State of Florida and approved by the Association, adequate and suitable insurance to protect against claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; from employers' liability claims for damages because of bodily injury or death by accident or disease to its employees.
- c. General Liability & Automobile Liability Insurance
 - i. Ramco shall purchase and maintain, with an insurer authorized to do business in the State of Florida and approved by the Association, adequate and suitable insurance to protect against claims from automobile liability claims for damages because of bodily injury or property damage arising out of the use of any of its automobiles; and from general liability claims for bodily injury & property damage, personal & advertising injury and products & completed operations arising out of Ramco's premises, operations or

independent contractor. Furthermore, Ramco warrants Ramco's own general liability policy does not contain a residential or condominium exclusion.

d. Comprehensive Automobile Liability as follows

- i. Bodily Injury Liability in an amount not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for injuries sustained by each person in any one accident and ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each accident; and
- ii. Property Damage Liability in an amount not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each accident; and
- iii. Above to include employer's owned, non-owned, leased and hired car coverage

e. The above required Comprehensive General Liability Insurance Policy and Comprehensive Automobile Liability Policy shall each be written on an occurrence form and contain a clause providing that the Association is included as an additional insured.

f. Certificate of Insurance

- i. Proof of Ramco's insurance will be evidenced on required Certificate(s) of Insurance and by an endorsement reflecting the same. Prior to starting the Services, Ramco shall furnish the Association with Certificate(s) of Insurance, acceptable to the Association, evidencing that Ramco and all subcontractors have the required insurance coverages. Ramco will affirm products and completed operations coverage under Ramco's policy for the Services, but regardless of insurance, Ramco is and remains responsible for the Services, workmanship and materials and all obligations and warranties set forth in this Agreement. Each of the aforesaid insurance policies (or the certificates of insurance evidencing such insurance policies in the event Ramco provides proof of insurance by means of such certificates of insurance in lieu of true and correct copies of each required insurance policy) shall provide that such policy may not be canceled except upon thirty (30) days prior written notice to the Association. If the Certificate(s) of Insurance do not provide such notice of cancellation, Ramco shall be separately obligated to provide written notice to the Association within seven (7) days of Ramco receiving such notice of cancellation from its insurance companies and/or its insurance agent/broker. None of the insurance coverage required by this Agreement shall be terminated or modified without the prior written consent of Association

g. Indemnification Coverage; Additional Insured

- i. The insurance described herein shall provide coverage for Ramco's indemnification obligations set forth in this Agreement. The Association shall be named as an additional insured on all policies required by this Agreement.

h. Policy Limit Increases

i. Upon the Association’s reasonable request, Ramco shall obtain increased limits of insurance and other reasonable insurance coverages in such reasonable limits as the Association may require affording the Association with adequate protection from the hazards and risks arising out of Ramco’s services and the Services performed under this Agreement. Association shall reimburse Ramco for any additional insurance premiums charged therefor, but such reimbursement must be approved in writing by the Association prior to issuance of said additional insurance.

i. Fidelity/Crime Employee Dishonesty

i. Insurance in the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS coverage.

j. Minimum Liability Insurance Requirements

i. The liability insurance maintained by Ramco, as described above, shall be in the minimum amounts of:

Employers’ Liability	\$100,000	Bodily Injury-Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee
Automobile Liability	\$250,000	Bodily Injury-Per Person
	\$500,000	Bodily Injury-Per Accident
	\$100,000	Property Damage-Per Accident
General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed Operations
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$100,000	Fire Damage
	\$5,000	Medical Expense

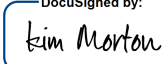
11. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Ramco shall at all times, indemnify, defend at its own cost and save, protect and hold harmless the Association, and Association's officers, directors, managers, management company, agents and employees, (collectively referred to as the "Indemnitees") and Association's property, real and personal, from and against all claims, liabilities, fees, fines, penalties, damages, losses, costs, demands and expenses, whether foreseen or unforeseen, including reasonable attorney's fees and costs, including attorney's fees and costs incurred on appeal, arising out of performance of the Services, which (1) are for bodily injury, illness, or death, or for property damage, including loss of use; (2) caused in whole or in part by Ramco's intentional action, negligent act or omission, or that of a subcontractors, invitee or guest, or that of anyone employed by them or for whose acts Ramco or subcontractors may be directly or indirectly liable; and/or (3) arise from or relate to, in any manner whatsoever, Ramco's failure, refusal or neglect to comply with the terms, covenants and conditions set forth in this Agreement. Ramco shall promptly remedy damage and loss to any property caused in whole or in part by Ramco or by anyone for whose acts Ramco may be directly or indirectly liable, including subcontractors. Ramco will defend Association, and/or shall also reimburse the Association for all costs and expenses, including reasonable attorney's fees including attorney's fees on appeal incurred by the Indemnitees in connection with the defense of any such claim, and/or will pay whatever judgment or judgments which may be recovered against the Indemnitees or against the premises on account thereof.
12. **Authority to Execute Agreement.** Each of the signatures to this Agreement warrant to each of the other signatures that it has obtained the necessary consent and authority to execute this Agreement and to make this Agreement binding upon itself.
13. **Independent Contractor.** Ramco is not and shall not be deemed an employee of the Association for any purpose whatsoever; rather Ramco is and shall be considered an independent contractor and shall be responsible for all federal, state, and local taxes and other obligations of any kind whatsoever relating to the rendition of its services and payment therefor.
14. **No Oral Modifications.** This Agreement shall not be altered, amended, or modified by oral representations made before, during or after the execution of this Agreement. All modifications made after the date hereof must be in writing and duly executed by all Parties.
15. **Amendment.** Any amendments to this Agreement must be in writing and signed by both parties.
16. **Time.** All times stated in this Agreement are of the essence to the Agreement.

17. **Governing Law; Enforcement.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida. Venue for any action in which this Agreement is to be enforced or interpreted shall be St. Johns County, Florida. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party, whether incurred during pre-trial, at trial, post-judgment, on appeal or in bankruptcy proceedings.
18. **Notices:** Any notices to be given by either party of this Agreement shall be given in writing and may be affected by personal delivery or by mail by depositing such notice into the case and custody of the United States Postal Service, certified, return receipt requested, and postage prepaid, or by overnight delivery system addressed to the parties at the addresses indicated on the first page of this Agreement. Each party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the continental United States of America by giving at least five (5) days written notice to the other party as herein provided. Notice shall be effective and deemed delivered or received upon either actual receipt or upon the third day after it has been mailed or placed into an overnight delivery system as provided above, whichever is earlier. If a party refuses to accept delivery of such notice, the effective date of such notice shall be the date of such refusal.
19. **No Waiver.** No action or want of action on the part of any party to this Agreement at any time to exercise any rights or remedies conferred upon it under this Agreement shall be, or shall be asserted to be, a waiver on the part of any such Party of any of its rights or remedies hereunder.
20. **Severability.** Should any part, term, or provision of this Agreement be decided or declared by the Courts to be, or otherwise found to be, illegal or in conflict with any laws of the State of Florida or the United States, or otherwise be rendered unenforceable, or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, providing such remaining parts, terms, portions or provisions can be construed in substance to constitute the Agreement that the Parties to this Agreement intended to enter into in the first instance.
21. **Survival.** The agreements, warranties, provisions, representations, and obligations of the Parties hereto shall survive the termination or complete performance of this Agreement, including specifically the indemnification and hold harmless requirements in Section 7 as well as the Employee Retention stipulations set forth in Section 3
22. **Counterparts.** This Agreement may be executed in counterparts and/or by facsimile, a complete set of which shall be deemed an original, but all of which will constitute the same Agreement.

23. **State and/or Federal Mandate:** Any mandatory state and/or federal plans or policies, implemented throughout the life of this contract resulting in additional or decreased costs to Ramco, shall be treated as a pass through to Client at cost, and paid to or credited by Ramco as incurred, provided Ramco gives Client ten (30) days prior written notice of any such cost. This will exclude normal increases in payroll taxes and related items as these will be covered by the annual increases in Section 5 above.
24. **Third Party Beneficiaries:** Client's members, tenants, and any of their invited guests are not intended to be third party beneficiaries of this Agreement. The Client's members, tenants, and any of their invited guests shall be completely responsible for their personal safety and security, as well as the safety and security of their real and personal property.
25. **Compliance.** Ramco agrees to comply with all federal, state, and local laws, codes and regulations and all municipal laws, ordinances, and regulations, in force during the term of this Agreement and to obtain at its own expense all licenses necessary for the performance of its obligation under this contract. Ramco shall promptly, at its sole cost and expense, correct any violations of such laws, regulations, ordinances, and orders committed by Ramco, its, agents, servants, and employees. Ramco shall pay all taxes, assessments and premiums under the Federal Social Security Act, any applicable Unemployment Insurance, Workers' Compensation Act, Sales Tax, Use Tax, Personal Property Taxes or other applicable taxes or assessments now or hereafter in effect and payable by reason of or in connection with any part of its performance under this Agreement
26. **Joint Preparation of Agreement.** This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by the Parties, and any uncertainty or ambiguity, or both, shall not be interpreted against any person or entity
27. **Waiver of Jury Trial:** NEITHER RAMCO NOR CLIENT, OR ANY ASSIGNEE, SUCCESSOR, HEIR OF LEGAL REPRESENTATIVE OF RAMCO OR CLIENT, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION OR PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG RAMCO AND CLIENT. NEITHER RAMCO NOR CLIENT WILL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED OR IN ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER RAMCO NOR CLIENT HAVE IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement on the date and year written below.

ASSOCIATION

DocuSigned by:

457E5100CAA04AB
By: Kim Morton
As Its: President
Dated: 3/12/2024

RAMCO

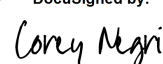
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C70611AAF5A42E
By: Corey Negri
As Its: President
Dated: 3/12/2024

EXHIBIT A

1. The Association is permitted to adopt reasonable Post Orders from time to time and in the event the Association adopts such Post Orders the Services shall be conducted by Ramco in accordance with the most current approved post orders, as they may be modified by the Association, from time to time.
2. Ramco will provide an unarmed, uniformed Security Officer to man the Associations site per the hours and scheduled rates designated in Exhibit "B"
3. Scheduling of personnel shall be the duty and responsibility of Ramco.
4. The Security Officer assigned will be a permanent employee of Ramco, will hold the appropriate licensing, will have a clean criminal background, and will be covered by Ramco's bond and insurance.
5. Ramco shall be jointly and severally liable for the actions of its on duty Security Officers, employees and other designated representatives.
6. The Security Officer assigned shall have a demeanor and attitude appropriate for such a position. A professional, polite, courteous, and fair yet firm manner shall be always maintained by the Security Officer. The Security Officer will always reflect well as a member of this community.
7. The Security Officer assigned must have good oral communication skills (i.e., the ability to speak and understand English fluently) as conversation between the officer and guest is required for each and every visitor to enter the Association.
8. Ramco personnel/employees shall meet the following requirements as permitted by law:
 - a. All employees of Ramco coming onto the Association's property shall be well groomed and uniformed.
 - b. Ramco shall be responsible for the purchase and maintenance of said uniforms.
 - c. Replacement uniforms shall be the responsibility of Ramco. The uniform shall clearly identify the employees as an employee of Ramco. An identification badge will further identify the security officer for Ramco with his or her name clearly printed.
 - d. Ramco employees shall park their private vehicles only where designated by the Association and said employees shall not enter or remain on the Association's property except when on active duty.

- e. All vehicles used by Ramco for patrol purposes shall be clean, fully operable and be marked as Ramco patrol.
 - f. Ramco shall be exclusively responsible for the recruiting, screening, testing, investigating, training and/or supervision of its employees.
 - g. Ramco personnel shall be drug free at all times and shall have had a background check (including, but not limited to, criminal history and I-9 compliance) performed and the results available and reviewed prior to being assigned to any portion of the Association's community.
 - h. Ramco personnel shall be familiar with the rules of the road and Ramco personnel shall have both a valid driver's license and clean driving records.
 - i. Ramco personnel shall be unarmed.
9. Ramco personnel shall possess the following: (a) good general health without physical defects, which would interfere with the fulfillment of guard duties; (b) binocular vision correctable with glasses to read all normal correspondence without further magnification; (c) ability to discriminate standard colors; (d) hearing capability in the normal range; (e) capability of standing or walking for extended periods; (f) capability of climbing stairs; (g) ability to read, write and speak English clearly; and (h) high school diploma or GED equivalent.