SOUTHERN FLORIDA SECURITY

Agency # B2400026 954-709-4151 southflasec@gmail.com

CONCIERGE / DOORMAN SERVICE CONTRACT

Southern Florida Security (S.F.S.) agrees to supply The Allington Towers North Condominium Association, Inc. (A.T.N.) with Concierge/Doorman personnel upon the premises of The Allington Towers North Condominium and more particularly described as the address of 1500 South Ocean Drive, Hollywood, Florida for the days, times, and hours set forth herein and hereafter requested by the client.

Concierge / Doorman Service 24 hours per day / 7 days per week at front lobby desk.

Hourly Rate for Concierge / Doorman per hour: $23.50 (Estimated Total: 208,116.00)

Holiday Pay will be billed at time and one-half the regular rate (6 holidays per year).

1. **TERMS OF AGREEMENT:** The services furnished by S.F.S will commence on February 26, 2024 and end February 25, 2025. Either party may terminate this agreement with or without cause by providing thirty (30) days written notification to terminate via certified mail to addresses listed on page four (4) of this contract. Sending the notice via regular and certified mail is sufficient to provide notice of termination and it is not required that the receiving party accept the certified mail for the obligation to be considered fulfilled.

2. **SCOPE OF SERVICE:** (a) The personnel shall perform the services described on the established and approved Concierge/Doorman post orders to include but not limited to:

   1. Meet and greet all residents and guests in a kind and courteous manner and facilitate their entry and exit from the premises to include use of carts.
   2. Log in guests, contractors, and other such service personnel and notify residents of their status.
   3. Control guest and contractor vehicles on the premises.
   4. Respond to resident requests for service.
   5. Facilitate law enforcement and emergency personnel attending to residents.

   (b) Southern Florida Security's employees will be assigned without regard to race, age, color, creed, sex, national origin, disabilities which do not impair performance, veteran status, or on any basis as prohibited by law. Southern Florida Security employees' day-to-day performance shall be overseen and managed by the Property Manager or the Association Board representative. Any disagreements or conflicting guidance shall immediately be brought to the attention of S.F.S. leadership and the Board of Directors for resolution.

   (c) In the event the client is not satisfied with services performed or the concierge of Southern Florida Security, it is agreed that the client (designated Board member or Property Manager) will give written notice of their complaint and allow thirty (30) days to make any and all corrections. During this time the client will meet with an authorized representative of Southern Florida Security. It is the client's decision whether the Concierge/Doorman shall be present at this meeting. Opportunity to cure shall not affect the Association's right to terminate via certified mail as set forth in paragraph one (1) of this contract. Likewise, Association does not have to satisfy this paragraph should they choose to terminate.

3. **INVOICES:** Southern Florida Security will invoice the client biweekly for services rendered and said amount will be payable within fifteen (15) days. Client agrees that in the event they are requesting an adjustment, the client is required to notify Southern Florida Security in writing within three (3) days from the date of the invoice, otherwise all disputes and defenses will be deemed waived. If payment is not received within fifteen (15) days after the invoice date, the client will incur a late charge of five percent (5%) of the balance owed. Any claims for losses or damages shall be made separately to invoices. Such claims shall be handled by submitting an invoice to Southern Florida Security or the appropriate insurer. Deductions or offsets from invoices will be considered a breach of contract.

4. **TERMS & CONDITIONS:** Upon any default by the client with respect to payment for the services herein described or otherwise, the client shall be liable for costs of collection, including reasonable attorney's fees whether suit is filed or not and court costs, if any, plus interest on the amount due at the highest lawful rate. This agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and the parties agree to submit to the exclusive jurisdiction of the courts of Broward County, Florida. FURTHERMORE, IN ANY ACTION BROUGHT UNDER THIS AGREEMENT, BOTH PARTIES AGREE TO EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.

5. **RATES:** (a) Overtime rates will be applied to all additional hours of service when requested by the client with less than twenty-four (24) hour notice. Special consideration may be given at the discretion of Southern Florida Security. It is understood that should a condition arise that calls for an increase in Concierge/Doorman services in addition to the services described in the Scope of Work, the client will give Southern Florida Security no less than twenty-four (24) hours' notice of same and Southern Florida Security will increase the number of Concierge/Doorman accordingly.

6. **LIABILITY INFORMATION AND INDEMNITIES:** (a) Southern Florida Security shall contract Comprehensive General Liability Insurance and Workers' Compensation Insurance for the amount of one million dollars ($1,000,000.00) to satisfy applicable statutory requirements. It is agreed and understood that Southern Florida Security is not an insurer of property or persons guarded. Southern Florida Security does not guarantee the personal safety or property of inhabitants and/or visitors. In case a claim is made by any person, entity of corporation, including client, against Southern Florida Security, client shall not be entitled to retain the amount of any such claim out of any monies due or owing Southern Florida Security hereunder.

   (b) Client agrees that the services performed under this agreement are solely for the benefit of client and neither this agreement nor any services rendered hereunder confer any rights on any other party as third party beneficiary, or otherwise.

   (c) Client agrees that Southern Florida Security shall not be liable to perform this agreement due to any "Act of God or Nature" or cause beyond Southern Florida Security's reasonable control, nor in any case for any consequential, incidental, or special damages or loss of profits. Should Southern Florida Security determine that they are not able to perform their job, for any reason, they agree to provide immediate notice to the client so that alternate arrangements can be made. In the event Southern Florida Security advises of their inability to do the job set forth above, the parties agree that neither party must provide thirty days (30) for termination of this agreement.

7. **HIRING:** (a) It is agreed that the client will not directly (in-house concierge) or indirectly (through a different security agency / Southern Florida Security's competitor) hire a current or former employee of Southern Florida Security assigned to their property for a period of twelve (12) months subsequent to the termination date of this agreement. The Client agrees that should Southern Florida Security believe that client is violating this provision, Southern Florida Security shall make written notice of a violation of this provision setting forth who is currently working for the client and how they are a current or former employee of Southern Florida Security and shall provide client with five (5) business days from receipt of the notice to respond accordingly. Recognizing the costs incurred and expertise dedicated by Southern

Florida Security in recruiting, selecting, and training its personnel, client agrees to pay Southern Florida Security five thousand dollars ($5,000.00) as liquidated damages for each person hired by the client or its contractor in violation of this agreement. Monies must be paid within three (3) days of violation. The parties agree that the prevailing party in any matter that is litigated as a result of this provision shall pay all court costs, collection costs, and reasonable attorney fees.

8. **NON-WAIVER:** Failure of Southern Florida Security to enforce any provision of this agreement, or any of its rights, or to exercise any election herein provided, shall not be considered a waiver of such provision or election or in any way affect the validity of this agreement. The exercise by Southern Florida Security of any of its rights or any of its elections shall not preclude Southern Florida Security from exercising the same or any other right it may have under this agreement.

9. **UNIFORMS:** All Concierge/Doorman assigned to the property will be required to wear a complete professional attire provided by S.F.S. and approved by Allington Towers North.

10. **ASSIGNMENT:** This agreement shall not be assigned by either party without the written consent of the other, except the client may assign this agreement to who is otherwise responsible for operating the security for the described property (s). Southern Florida Security will not utilize any subcontractor in performing their contractual obligation without written approval by the client.

11. **MODIFICATIONS:** No amendment, modification, waiver, or discharge of this agreement, or any provision hereof (including, without limitation, this paragraph) shall be valid or effective unless in writing and signed by both the client and Southern Florida Security.

12. **ENTIRE AGREEMENT AND INTERPRETATION:** This agreement constitutes the entire agreement and understanding between the parties, and no representations, inducements, promises or agreements not embodied herein shall be governed under the law of the state of its performance.

13. **ADDITIONAL CLIENT LOCATIONS:** Each of the terms and conditions contained in this agreement shall be applicable to any additional locations of clients serviced by Southern Florida Security after the date of this agreement.

This agreement entered this by and between the Allington Towers North Condominium Association, Inc. and Southern Florida Security.

The Allington Towers North Condominium Association, Inc
C/O Allington Towers North Condominium
1500 South Ocean Drive
Hollywood, Florida 33019

Southern Florida Security
1795 Seagrape Way
Hollywood, Florida 33019

PRESIDENT

BOARD OF DIRECTORS

DIRECTOR

SOUTHERN FLORIDA SECURITY