



CUSTOM PROTECTION SECURITY, INC.

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of January 2025 by and between **KINGS COURT: HOA** (Hereinafter referred to as the "Client") having its principal office at 8600 SW 13 Place Miami, Florida 33173 STREET and **Custom Protection Security** (hereinafter referred to as "Company") having its principal offices at **2510 NW 97 AVE. Ste. #100 DORAL, FL 33172.**

WITNESSETH

WHEREAS Client operates a business located at **Same as above**, (hereinafter referred to as the "Premises") and desires to engage to Company to provide unarmed guard services and personnel at the premises operated by the Client and located at: **Same as above.**

WHEREAS Company is able and willing to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenant herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

- Patrolling the common areas, parking lot, and building breezeways
- Securing the premises
- Be a deterrent for trespassers and unwelcome people.
- Enforcing the property's rules and regulations



A. RECITALS

The above recitals are true and correct and are incorporated herein.

The schedule set forth above may be modified from time to time by the Client in accordance with its needs.

- C. All officers will be completely outfitted, at the sole expense of the Company, with necessary equipment, uniforms, and Company identification cards. All equipment, uniforms and identification cards furnished by the Company shall remain Company's property.
- D. The nature of the officer's duties may vary from time to time at the Client's request to meet the Client's requirements. It is understood that should a condition arise which calls for an increase in the number of officers normally used, the Client will give Company no less than one (1) week advance notice of same, circumstances permitting, and Company will increase the number of Officers accordingly.



TERM

The term of this Agreement shall commence on ____1st of January, 2025 and shall continue in full force and effect for a period of 12 months, provided however, that either party may cancel this Agreement with or without cause upon sixty (60) days written notice to the other party.

COMPENSATION

The Client agrees to pay Custom Protection Security the sum of \$19.50 (UNARMED OFFICER) per man, and \$20.00 per hr for Supervisor and time plus one half for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, July 4, Memorial Day, Veterans Day and Columbus Day.

The State of Florida service tax currently at 7.0% is applicable.

KINGS COURT - 2025 BUDGET			
WEEKLY SCHEDULE REGULAR OFFICER	296 HPW @ \$19.50		\$5,772.00
WEEKLY SCHEDULE SUPERVISOR	40 HPW @ \$20.00		\$800.00
MONTHLY RATE GOLF CART	\$440.00 PER MONTH		\$440.00
ANNUAL HOURS SUPERVISOR	2080 HPY @ 20.00		\$41,600.00
ANNUAL HOURS REGULAR OFFICER	15,392 HPY @ \$19.50		\$300,144.00
IT MAINTENANCE	150 PER MONTH		\$1,800.00
MONTHLY RATE GOLF CART	\$440.00 PER MONTH		\$5,280.00
6 HOLIDAYS SUPERVISOR	48 HRS @ \$10.00		\$480.00
6 HOLIDAYS REGULAR GUARD	240 HRS @ \$9.75		\$2,340.00
TOTAL			\$351,644.00
FL TAX		7% 0.07	\$24,615.08
YEARLY TOTAL			\$376,259.08



PAYMENT

Company will remit invoices to the Client semimonthly at the rate to be charged for services as set forth in Compensation paragraph above. The invoices will be payable within TEN (10) days of receipt by the Client. Late payments will accumulate interest at the rate of three (3) percent monthly on the unpaid balance.

INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that Company is an independent contractor and shall at its sole cost and expense be responsible for the following:

- A. Provide for all labor, equipment, materials, and uniforms deemed necessary to perform the service under this Agreement.
- B. Procure all necessary licenses, permits, and certificates required in the performance of services under this Agreement.
- C. Pay all payroll, unemployment, and social security taxes. Company agrees and covenants it is liable for all payroll taxes, and/or contribution under federal, state, county, and city law, measured by wages paid to Company's employees. Company further agrees to indemnify and hold harmless the Client, its officers, directors, agents, and employees from all liability, loss, damage, expenses, penalties and judgments arising out of any failure of Company to make payments under this provision. This provision shall survive the expiration or earlier termination of this Agreement.

INSURANCE

Company shall obtain and maintain, at its sole cost and expense, insurance with coverage and limits as set forth below with companies satisfactory to the Client and shall not begin performing patrol services hereunder until certificates of insurance have been furnished to and approved by the Client. Each policy shall provide for thirty- (30) day's advance written notice of cancellation or material change by registered or certified mail to the Client from the insurance company and renewal or replacement coverage shall be furnished to the Client prior to expiration.



- A. Workers' Compensation and Employer's liability Insurance, covering all persons employed by the Company in the performance of the work hereunder, with statutory limits required by the State of Florida.
- B. Commercial General Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) aggregate covering the Premises and operations, including coverage for Operation, Contractual Liability, Broad Form, Personal Injury, Custody and Control exclusion deleted, covering all claims for bodily injury including death, claims for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, or other invasion of rights of private occupancy. Any loss of merchandise or any client owned property due to theft or acts of God are not covered and are not the Company's responsibility.

REPRESENTATION OF COMPANY

Company agrees to provide the following specific services:

- A. Officers shall be fully uniformed. Uniforms for the officers will be furnished and paid for by the Company and shall remain the property of the Company.
- B. All officers shall be licensed by the State of Florida.
- C. Patrol services covered by this Agreement shall be performed in accordance with accepted security practices and standards.
- D. The officers shall be subject to replacement at the request of the Client. Any request for replacement shall be accomplished within twenty-four (24) hours.
- E. Officers will always present themselves in a professional manner along with appearance and exhibit courtesy and politeness to all visitors.
- F. At all times while on duty at the premises, each Officer shall carry



an identification card issued by the Company in a form and design approved by the Department of State and required by Section 493.311 (4), Florida Statutes.

G. In performing the services required of it under this Agreement, Company shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.

H. The Officers shall keep daily reports, which shall be submitted to the Client upon request. The Client shall be notified immediately of any incidents occurring on the Premises.

I. The supervisory personnel of the Company who are responsible for the direct supervision of the security officers shall be available at reasonable times to report to and confer with the Client or its designated employees.

J. It shall be solely the Company's responsibility to see that all personnel are properly trained and kept current with the most up-to-date practices.

MODIFICATION

No changes or modifications of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless it is in writing by the party against whom it is sought to be enforced.

LICENSES AND PERMITS

Company shall be responsible for obtaining and paying for all licenses, permits, operation taxes and the like services to be furnished hereunder. Company shall perform the services set forth in this Agreement in accordance with all laws, ordinances and rules and regulations of any governmental authorities having jurisdiction over the Premises.

RESTRICTION ON EMPLOYMENT

The Client agrees that it will not employ, directly or indirectly, any Company employee assigned to the Client while employed by the Company- Without written waiver from Custom Protection Security or for a period of One Hundred Eighty (180) days thereafter.



GOVERNING LAW AND VENUE

This Agreement shall be construed under and in accordance with the laws of The State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

ASSIGNMENT

This agreement may be assigned by Company without the prior consent of the Client.

SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provision of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, coverage or donations of this Agreement, or any rights herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the Client or Company, or if delivered at or sent by registered or certified mail to the following addresses:

**For Client
Kings Court HOA
8600 sw 113 Place Miami, Florida 33173**

**For Company
CUSTOM PROTECTION SECURITY
2510 NW 97 AVE. SUITE # 100
DORAL, FLORIDA 33172**

ATTORNEYS FEES



The parties hereto agree and covenant that in the event of litigation arising from Client's non-performance under the terms contained in this agreement, Company shall be entitled to its attorney's fees and costs incurred in the collection of all unpaid amounts due by Client to Company, and shall be applicable to collection costs prior to litigation, and/or at all levels, including appeals.

SUCCESSORS AND ASSIGNS

The provisions of this agreement shall inure to the benefit of and shall be binding upon any and/or all the successors in interest and transferees of Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CUSTOM PROTECTION SECURITY

SIGNATURE

TITLE DATE

Kings Court HOA

SIGNATURE

TITLE DATE