



BLACK HAWK PROTECTION SERVICES, INC.

SECURITY & PRIVATE INVESTIGATIVE AGENCY
SECURITY TRAINING SCHOOL / FIREARMS TRAINING ACADEMY
LICENSES: B 2400285 A 2600460 DS 2500024

7320 NW 56 ST. MIAMI FL. 33166

(305) 883-1133 (305) 280-6365 (786) 290-1192 FAX (305) 863-3322

security@bhprotection.com

SECURITY GUARD SERVICE AGREEMENT

TERMS & CONDITIONS:

*This agreement entered into as of this 01 day of January 2023 by and between **BLACK HAWK PROTECTION SERVICES INC.** a Corporation formed under the laws of the State of Florida, U.S.A. having its principal office at 7320 NW 56 Street, Miami, Florida 33166, and **CLIENT**, identify as "**SONOMA AT DORAL H.O.A.**" as described on the **SPECIFICATIONS SCHEDULE**.*

*WHEREAS **BLACK HAWK PROTECTION SERVICES INC.** is engaged in the business of providing various types and classifications of Security Guard Services:*

*And WHEREAS, **CLIENT** desires to hire **BLACK HAWK PROTECTION SERVICES INC.** to provide Security Guard Services, as hereinafter described and upon the terms and conditions set forth herein;*

*NOW, THEREFORE, in consideration of the promises herein contained and other valuables consideration, receipt of which hereby acknowledged, the parties hereby agree to terms and conditions set forth herein, which **CLIENT** has read and accepted.*

1.- SECURITY GUARD SERVICES:

- a. *During the term of this agreement, **CLIENT** hereby hires and agrees to use, on an exclusive basis, and **BLACK HAWK PROTECTION SERVICES INC.** hereby agrees to provide **CLIENT**, the Security Guard Services described on the **SPECIFICATIONS SCHEDULE** to this agreement.*
- b. *The number of guards, guard post, their location, and the hours and nature of the guard duties may be varied from time to time at the **CLIENT'S** request to meet the **CLIENT'S** requirements: provided however, that any variations or amendments from the **SPECIFICATIONS SCHEDULE** shall be in writing and signed by both parties in order to be effective.*
- c. *The guards shall perform such guard services as the **CLIENT** may request in writing from time to time, so long as approved by **BLACK HAWK PROTECTION SERVICES INC.** in writing. All guards shall be and remain employees of **BLACK HAWK PROTECTION SERVICES INC.**, which is an independent contractor of **CLIENT**. The payment of wages, federal and state taxes, social security, and unemployment compensation taxes shall be the sole function and responsibility of **BLACK HAWK PROTECTION SERVICES INC.***

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- d. **CLIENT** acknowledges that the degree and amount of security services provided by **BLACK HAWK PROTECTION SERVICES INC.** are based upon the desires and directions provided by **CLIENT**; and that additional services are available at additional cost. **CLIENT** acknowledge that the furnishing of security services provided for herein **BLACK HAWK PROTECTION SERVICES INC.** does not guarantee protection against all contingencies. **BLACK HAWK PROTECTION SERVICES INC.** shall have not obligation to suggest or recommend additional services to **CLIENT**; and any suggestion or recommendations made by **BLACK HAWK PROTECTION SERVICES INC.** shall not constitute or be deemed an acknowledge that the level or type of services being provided under this agreement are not sufficient or adequate for the task required.
- e. **BLACK HAWK PROTECTION SERVICES INC.** agrees that the security services covered by this Agreement shall be performed in accord with accepted security practices and standards. **BLACK HAWK PROTECTION SERVICES INC.** further agrees that upon request by the **CLIENT**, it will reassign any of its employees who in the opinion of the **CLIENT** are not satisfactory.
- f. Security guards personnel shall perform all duties in accordance with written instructions as agreed upon between the **CLIENT** and **BLACK HAWK PROTECTION SERVICES INC.** which shall be set forth in **SPECIFICATIONS SCHEDULE**, attached hereto and made a part of this Agreement.
- g. In the event **BLACK HAWK PROTECTION SERVICES INC.** provide service to any additional location of **CLIENT** after the date of this agreement, whether or not specifically enumerated on the **SPECIFICATIONS SCHEDULE**, **CLIENT** shall be bound by all of the terms and conditions, including rates, set forth herein.

2.- TERMS:

- a. Services furnished by **BLACK HAWK PROTECTION SERVICES INC.** shall commence on the **COMMENCEMENT DATE** stated on the **SPECIFICATIONS SCHEDULE**, and shall continue indefinitely unless this agreement expire or is terminated in accordance of with the terms hereof.
- b. This agreement is for a specific term., that is, with a fixed **COMMENCEMENT DATE** and **EXPIRATION DATE** stated on the **SPECIFICATION SCHEDULE**:
- (i) This agreement may be canceled by either party for cause, which shall require thirty (30) days written notice pursuant to paragraph 7, which notice shall specify the cause alleged. **CLIENT** shall have not right to terminate this agreement without cause.
 - (ii) This agreement shall renew for success like terms, subject to all terms and provisions of this agreement, unless **CLIENT** shall give no less than thirty (30) days notice under paragraph 7 of its intention that this agreement is renewed.

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- (iii) In the event **CLIENT** terminates without the required notice, or breaches this agreement resulting in cancellation by **BLACK HAWK PROTECTION SERVICES INC.**, **CLIENT** shall be liable for damages, but in no event less than the amount invoiced by **BLACK HAWK PROTECTION SERVICES INC.** to **CLIENT** the preceding thirty (30) days of the agreement, which sum shall constitute liquidated damages.
- c. In the event that **CLIENT** based on the service provided is not satisfied and determines that "cause" exists for the termination of this Agreement, **CLIENT** shall give written notice to **BLACK HAWK PROTECTION SERVICES INC.** in the manner specified in paragraph 7 below, stating with particularity the alleged "cause". **BLACK HAWK PROTECTION SERVICES INC.** shall then have a period of thirty (30) days from the receipt of such notice to cure the **CLIENT'S** reasonable satisfaction; failing which **CLIENT** may elect to terminate this agreement. If the alleged "cause" is solved in the above stated period, **CLIENT** shall have not right to terminate this agreement.
- d. The failure of **CLIENT** to pay any invoice when due shall constitute an event of default entitling **BLACK HAWK PROTECTION SERVICES INC.** to terminate this agreement, without necessity of thirty (30) days written notice, in addition to all other rights and remedies.

3.- RATES:

- a. **CLIENT** shall pay **BLACK HAWK PROTECTION SERVICES INC.** the base rate set forth on the **SPECIFICATION SCHEDULE** for the service enumerated therein.
- b. Holidays Rates will be billed on the following holidays: Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and New Years Day.
- c. **BLACK HAWK PROTECTION SERVICES INC.** shall invoice bi-weekly for the services rendered, which invoice shall be payable upon receipt. Payment not received by the 7th day after receipt of invoice shall accumulate interest on the unpaid balance at the rate of 1.5 % per month, but in no event to exceed the maximum lawful rate.
- d. In the event of any change in any law, regulation, ruling, or other such mandate, after the execution of this agreement, by any authority having restriction over the subject matter, which alters the hours of service, rates, numbers of days, working conditions, or cost of performing the service herein provided for, **CLIENT** agrees that this agreement shall be automatically subject to change to take into account such increased cost factors.
- e. Should a condition arise which calls for a substantial increase in the number of guards normally used to **CLIENT**, **BLACK HAWK PROTECTION SERVICES INC.** shall have a reasonable time in which to provide such guards, in such event, or in the event of a strike, walk-out, slow-down or other labor dispute or difficulty, whether approved by a labor agreement or not, **CLIENT** and **BLACK HAWK PROTECTION SERVICES INC.** agree to negotiate a charge in the rates charged **CLIENT** during the permanency of such conditions.

- f. In the event that **BLACK HAWK PROTECTION SERVICES INC.** becomes subject to any additional charges, taxes, fees, or cost through the providing of security guard services to **CLIENT**, or on account of the location, character, or other aspect of Client's location, in that event such additional charges, taxes, fees, or costs, shall be considered "pass through" expenses and **CLIENT** shall be liable for same in addition to all other rates and charges state herein, and shall be paid as invoiced by **BLACK HAWK PROTECTION SERVICES INC.** If such "pass through" expenses can be computed on the basis of hours of service performed, then the base rates, overtime rates, and holydays rates otherwise stated shall be adjusted accordingly.
- g. There shall be a yearly price increase until due to mandatory minimum wage increase as described on page 13 "What to expect for the following years"
- h. All non- paid returned check will be charge \$ 50.00 as administrative fee.

4.- **LIABILITY AND CLAIMS:**

- a. It is agreed and understood that **BLACK HAWK PROTECTION SERVICES INC.** is not an insurer of property or persons guarded. **BLACK HAWK PROTECTION SERVICES INC.** makes no warranty, express or implied, that the services it furnishes will avert or prevent occurrences, or the consequences there from, which may result in loss or damage.
- b. In no event shall **BLACK HAWK PROTECTION SERVICES INC.** be liable to **CLIENT** for any claim other than one which arises during the performance of services under this agreement and which is caused by the negligence of **BLACK HAWK PROTECTION SERVICES INC.**, its employees or agents while acting within the scope of their duties and authority, in no event shall **BLACK HAWK PROTECTION SERVICES INC.** be liable for any claim caused in whole or in part by the acts of omissions of **CLIENT** or third parties or their respective employees or agents, or for consequential or incidental damages or loss of profits.
- c. In the event of any claim for which **BLACK HAWK PROTECTION SERVICES INC.** is liable, **CLIENT** agrees that **BLACK HAWK PROTECTION SERVICES INC.** liability shall be limited to a maximum amount, not to exceed the lesser of (i) the amount invoiced to and paid by **CLIENT** for services rendered within the 12 months period immediately preceding the date of the occurrence giving rise to the claim, or (ii) \$ 2,000,000 covered by the Company Liability Insurance Policy.
- d. The services provided 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.
- e. **CLIENT** agrees to indemnify and hold **BLACK HAWK PROTECTION SERVICES INC.** harmless from and against any claims made by third party (s) including, but not limited to, injury, death or damages or loss of property, arising from **BLACK HAWK PROTECTION SERVICES INC.** negligent acts or omissions, including those related to the hiring, training, supervision or retention of personnel by **BLACK HAWK PROTECTION SERVICES INC.**, its agents or employees.

- f. *CLIENT shall give written notice to **BLACK HAWK PROTECTION SERVICES INC.**, by registered or certified mail, return receipt requested, of a claim or potential claim arising out of or relating to this agreement or the services provided by **BLACK HAWK PROTECTION SERVICES INC.** within thirty (30) days following the date of the occurrence giving rise to such claim or potential claim. Such notice shall contain sufficient information as to the time, place, date, nature and extend of such claim or potential claim as will enable **BLACK HAWK PROTECTION SERVICES INC.** to be properly advised and make a reasonable assessment thereof.*
- g. *CLIENT shall provide reasonable cooperation to **BLACK HAWK PROTECTION SERVICES INC.** and to such insures(s) as **BLACK HAWK PROTECTION SERVICES INC.** may designate in order that claim or potential claim may be fully investigated and evaluated by such insurer(s) **CLIENT** acknowledges that any failure to provide such cooperation may result in the denial of its claim.*
- h. *No actions, suits or proceeding to recover any claim arising out of or relating to this agreement or the services provided by **BLACK HAWK PROTECTION SERVICES INC.** shall or may be brought against **BLACK HAWK PROTECTION SERVICES INC.** by **CLIENT** or by any person or party deriving rights or claiming through **CLIENT** unless (1) written notice of such claim was given to **BLACK HAWK PROTECTION SERVICES INC.** in the manner and form set forth in this paragraph 4; and (2) such action, suit or proceeding is instituted within three (03) months following the date or the occurrence giving rise to such claim.*
- i. ***CLIENT** agrees that in no event shall there be any right of offset or setoff, and that it shall not be entitled to retain any sums due to **BLACK HAWK PROTECTION SERVICES INC.** against any claims or potential claims against **BLACK HAWK PROTECTION SERVICES INC.***
- j. *If **CLIENT** agrees security personnel to operate any vehicle during the course of their duties, other than personal vehicle belonging to security personnel or one supplied by **BLACK HAWK PROTECTION SERVICES INC.**, **CLIENT** agrees to indemnify and defend **BLACK HAWK PROTECTION SERVICES INC.** against any claims, loses or other expenses that may arise from the use of said vehicle.*

5.- HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:

- a. ***CLIENT** agrees to comply with all safety or health-related laws, or government requirements, including but not limited to, all OSHA requirements, including Hazard Communication Standards, and will indemnify and hold **BLACK HAWK PROTECTION SERVICES INC.** harmless from all claims and liabilities, including injuries to **BLACK HAWK PROTECTION SERVICES INC.** personnel, including employees or agents, arising out of any condition existing al **CLIENTS'S** premises, or **CLIENT'S** violations of any such laws or requirements.*

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6.- **PROHIBITION OF EMPLOYMENT:**

*It is agreed between the parties that **BLACK HAWK PROTECTION SERVICES INC.** is not an employment agency and that **BLACK HAWK PROTECTION SERVICES INC.** has a substantial investment in its employees that are assigned to **CLIENT'S** premises and facilities. Therefore, in consideration of **BLACK HAWK PROTECTION SERVICES INC.** assigning security guard personnel to **CLIENT'S** facilities, **CLIENT** agrees that it shall not, either during the term, or any extension, of this Agreement, or for a period of two (02) years after its expiration or termination, employ directly or indirectly, any person who has been employed by **BLACK HAWK PROTECTION SERVICES INC.** **CLIENT** shall not cause, permit, nor suffer, any contractor (including but not limited to, other security firm or agencies) or affiliate, of **CLIENT** to violate this provision. In the event **CLIENT** shall violate, or cause, permit, or suffer, the violation of this restriction and prohibition, it is expressly agreed that liquidated damages in the amount of \$ 3,500.00 for each such employee shall be due and payable to **BLACK HAWK PROTECTION SERVICES INC.** on account of its investment in the recruiting, testing, training and supervision of such employees.*

7.- **NOTICES:**

- a. *All notices, request, demands and other communications required or contemplated herein shall be in writing and be deemed to have been when hand delivered to the party at the respective address of which the other party has been given notice in conformity with this provision.*
- b. ***CLIENT** shall give written notice to **BLACK HAWK PROTECTION SERVICES INC.** not less than thirty (30) days if any alleged "cause" to terminate this agreement exist and prior to the intended sale or disposition, in any manner, of the **CLIENT**, its business, or of the facility or property which is the subject of this agreement. In the event of any action or other litigation or proceeding which may have the effect of impacting adversely upon the **CLIENT** or its business including but not limited to, a foreclosure action, receivership or bankruptcy proceeding, **CLIENT** shall give notice to **BLACK HAWK PROTECTION SERVICES INC.** immediately upon the occurrence or upon **CLIENT** first becoming aware of such occurrence.*

8.- **ATTORNEYS FEES:**

*In the event it shall become necessary for **BLACK HAWK PROTECTION SERVICES INC.** to refer any amounts due from **CLIENT** to an attorney for collection, or to enforce any of the terms of this Agreements, **CLIENT** agrees to pay all cost of collection and/or enforcement, including reasonable attorneys fees and Court cost, for all levels and cost of litigation and appeal, and whether or not it becomes necessary to commence suit.*

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9.- BINDING EFFECT:

- a. *This Agreement shall be binding upon and shall insure to benefit of the parties hereto and their respective representatives, successors, heirs and assigns.*
- b. *In the event of any sale or other disposition of the **CLIENT** or of the premises or property which is the subject of this Agreement, then in that event, the transferee shall be and shall remain responsible for any obligations or **CLIENT** outstanding as of the date of transfer, and for all terms and provisions of this agreement.*

10. RECORDING:

*At the option of **BLACK HAWK PROTECTION SERVICES INC**, this Agreement may be recorded in the county in which the real estate being protected is situated, and shall thereupon effect a lien upon the said real estate in favor of **BLACK HAWK PROTECTION SERVICES INC**. to the extent of any obligations owed under this agreement, whether then owed or subsequently accruing, including but not limited to, interest, late charges, reasonable attorneys fees, and costs of suit.*

11. SEVERABILITY:

If any provision of this Agreement or the application of any provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect or for any reason, the invalidity, illegality, or unenforceability shall not affect any other provision and the remainder of this Agreement shall continue to be binding and in full force and effect, and shall be construed as if the invalid illegal or unenforceable provision had never been contained in it.

12. MATERIALITY:

All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement.

13. ENTIRE AGREEMENT:

This written Agreement contains the sole and entire agreement between the parties, and all prior agreements, understandings and statements, oral or written, are merged into this Agreement.

14. MODIFICATION:

- a. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless the parties mutually agree in writing.
- b. **BLACK HAWK PROTECTION SERVICES INC.** sales personnel are not authorized to sign, change, or amend this Agreement neither this Agreement, not any modification thereto, shall become binding upon **BLACK HAWK PROTECTION SERVICES INC.** until executed by an authorized corporate officer of **BLACK HAWK PROTECTION SERVICES INC.**

15. GOVERNING LAW:

This Agreement and the performance hereunder, and all suits and actions hereunder, shall be construed in accordance with the laws of the State of Florida. In any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

16. VENUE:

Any legal action arising out of, in connection with, or by reason of this Agreement, or instituted to enforce this Agreement, must be instituted in a court of competent jurisdiction sitting within the geographical boundaries of Dade County, Florida, to the jurisdiction of which the parties hereby consent.

17. FORCE MAJEURE:

Non-performance of any duty or undertaking under this Agreement shall be excused if caused or resulting from any Act of God, force of nature, war, insurrection, civil disturbance, terrorism, strikes, governmental orders, or any other event or instrumentality beyond the control of the party whose non-performance has occurred.

18. HEADINGS:

The headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.

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19. SERVICE:

a. *The Association service location shall be the complex located on 5691 NW 114 Avenue Doral, FL 33178*

b. *Insurance:*

BLACK HAWK PROTECTION SERVICES INC. will maintain a \$ 2,000,000.00 Liability Insurance covering property and personal injury liabilities created by employees of **BLACK HAWK PROTECTION SERVICES INC.** while engaged in the performance of the work hereunder. The Association will be named as an additional insured in **BLACK HAWK PROTECTION SERVICES INC.** liability insurance policy; a copy of the Insurance Certificate shall be provided to CLIENT.

c. **BLACK HAWK PROTECTION SERVICES** Security Officers are to be guided by **BLACK HAWK PROTECTION SERVICES INC.** rules and regulations as agreed upon by the association and **BLACK HAWK PROTECTION SERVICES INC.** and such other special written instructions applicable as may be issued by the Association. The Association may reasonably disapprove any personnel assigned by **BLACK HAWK PROTECTION SERVICES INC.** if such exercise is not in violation of any law, and **BLACK HAWK PROTECTION SERVICES INC.** agrees that upon request by the Association, **BLACK HAWK PROTECTION SERVICES INC.** shall substitute the individual within seventy two (72) hours of the Association request.

d. **BLACK HAWK PROTECTION SERVICES INC.** Officers shall wear a uniform as determined by **BLACK HAWK PROTECTION SERVICES INC.** uniform policy. All uniforms must be fitted and dressed properly. The Association may reject an Officer or personnel that are improperly dressed and **BLACK HAWK PROTECTION SERVICES INC.** undertakes the responsibility to immediately replace and substitute any such Officer or personnel rejected by Association for failure to adhere to this uniform policy.

e. **BLACK HAWK PROTECTION SERVICES INC.** and the Association agree to comply with all applicable Federal, State and local laws.

f. All notices required or permitted under this Agreement shall be sent to the address set forth below, which address may be changed from time to time by written notice:

BLACK HAWK PROTECTION SERVICES INC.
7320 NW 56 Street, Miami, Fl 33166

SONOMA AT DORAL CONDOMINUM ASSOCIATION
C/O Doral Management
3300 NW 112 avenue suite 13 Miami Fl. 33172

g. Failure by either party to enforce any provision of this Agreement, or to exercise any option herein, shall not be construed as a present or future waiver of such provision or option. Each party reserves the right to insist upon strict performance of any provision in this Agreement, at any time, even if such performance has not been previously demanded.

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- h. **BLACK HAWK PROTECTION SERVICES INC.** represents that it is licensed to render security guard services as provided for in this agreement and that it has complied with all the license requirements as mandated by the State and local governments. **BLACK HAWK PROTECTION SERVICES INC.** shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority, bearing on the performance of the work.
- i. **BLACK HAWK PROTECTION SERVICES INC.** and its personnel shall observe and obey all rules and regulations of the Association. **BLACK HAWK PROTECTION SERVICES INC.** shall use reasonable care consistent with its rights to manage and control its operation not to permit any condition to achieve which shall or may cause or be conducive to any complaints, troubles, disputes or controversies which interfere with the operation of the Association facilities.
- j. In the event of an emergency, **BLACK HAWK PROTECTION SERVICES INC.** and/or its guard shall immediately contact the proper authorities and shall file a report to the extent necessary.
- k. Written complex instructions, rules and regulations must be received from the Association in order to perform the duties as required and to enforce the rules.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year above written.

BLACK HAWK PROTECTION SERVICES INC.:

JOSE R. SALAS
PRESIDENT

SONOMA AT DORAL ASSOCIATION (CLIENT):



BY THE BOARD OF DIRECTORS



BLACK HAWK PROTECTION SERVICES, INC.

LICENSES: B 2400285 A 2600460 DS 2500024 DS2800046

7320 NW 56 Street, Miami, FL. U.S.A. 33166

(305) 883-1133 (305) 280-6365 FAX: (305) 863-3322

security@bhprotection.com

SPECIFICATION SCHEDULE

___ CORPORATION ___ PARTNERSHIP ___ PROPRIETORSHIP

BUSINESS COMPLETE NAME: "SONOMA AT DORAL H.O.A."

DBA: **STATE OF INCORPORATION:** FL

REGISTERED OFFICE ADDRESS: 8200 NW 41 Street suite 20 Miami Fl. 33166

REGISTERED AGENT: DORAL MANAGEMENT

TELEPHONES: (305) 591-8715

FAX:

EMERGENCY CONTACT TELEPHONES:

FAX:

COMMENCEMENT DATE: 01/01/2023

EXPIRATION DATE: 01/01/2024

SECURITY SERVICES PRICE FROM 01/01/23 TO 09/30/23:

# OF SECURITY	DAY OF THE WEEK	CONDITION	FROM	AM/PM	TILL	AM/PM	RATE X HOUR	# OF HOURS
01	MONDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	TUESDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	WEDNESDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	THURSDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	FRIDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	SATURDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	SUNDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
# OF SECURITY X SHIFT		# OF DAYS X WEEK		CONDITION			TOTAL # OF HOURS X WEEK	
01		07		UNARMED			168	
GOLF CAR					SECURITY OFFICER			
The price includes: a patrol golf car, a company cell phone, SOS software for parking enforcement and violations, vehicle emergency station with jump start and air compressor to assist residents having problems with their vehicles, Body worn camera.					RATE X HOUR: \$ 17.64 PLUS 7% SALE TAX			
OVERTIME / HOLIDAYS					RATE X HOUR			
LABOR DAY, MEMORIAL DAY, THANKSGIVING DAY, 4 TH OF JULY, CHRISTMAS DAY, NEW YEAR'S DAY					+ \$ 8.82 PLUS 7% SALE TAX			
Scope of the service: unarmed security Officer to be working at the main gate to control the access to the complex equipped with golf car to patrol the complex common areas and parking lots at least three times per day. Enforcement of the association approved rules and regulations, and detection and reporting of any suspicious activity. Others designated by the association.								
MONTHLY PRICE: +/- \$ 12,700.80 PLUS 7% SALE TAX				YEARLY PRICE: +/- \$ 152,409.60 PLUS 7% SALE TAX				

BY B.H.P.S. INC.: NAME AND LAST NAME: _____ TITLE: _____ SIGNATURE: _____

BY THE CLIENT: NAME AND LAST NAME: VIRGILIO RUIZ TITLE: VICER PRES SIGNATURE: [Signature]



BLACK HAWK PROTECTION SERVICES, INC.

LICENSES: B 2400285 A 2600460 DS 2500024 DS2800046

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security@bhprotection.com

SPECIFICATION SCHEDULE

___ CORPORATION

___ PARTNERSHIP

___ PROPRIETORSHIP

BUSINESS COMPLETE NAME: "SONOMA AT DORAL H.O.A."

DBA: **STATE OF INCORPORATION:** FL

REGISTERED OFFICE ADDRESS: 8200 NW 41 Street suite 20 Miami Fl. 33166

REGISTERED AGENT: AFFINITY MANAGEMENT SERVICES

TELEPHONES: (305) 325-4243

FAX:

EMERGENCY CONTACT TELEPHONES:

FAX:

COMMENCEMENT DATE: 01/01/2023

EXPIRATION DATE: 01/01/2024

SECURITY SERVICES PRICE FROM 10/01/23 TO 09/30/24:

# OF SECURITY	DAY OF THE WEEK	CONDITION	FROM	AM/PM	TILL	AM/PM	RATE X HOUR	# OF HOURS
01	MONDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	TUESDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	WEDNESDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	THURSDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	FRIDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	SATURDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	SUNDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
# OF SECURITY X SHIFT		# OF DAYS X WEEK		CONDITION			TOTAL # OF HOURS X WEEK	
01		07		UNARMED			168	
GOLF CAR					SECURITY OFFICER			
The price includes: a patrol golf car, a company cell phone, SOS software for parking enforcement and violations, vehicle emergency station with jump start and air compressor to assist residents having problems with their vehicles, Body worn camera.					RATE X HOUR: \$ 18.86 PLUS 7% SALE TAX			
OVERTIME / HOLIDAYS					RATE X HOUR			
LABOR DAY, MEMORIAL DAY, THANKSGIVING DAY, 4 TH OF JULY, CHRISTMAS DAY, NEW YEAR'S DAY					+ \$ 9.43 PLUS 7% SALE TAX			
Scope of the service: unarmed security Officer to be working at the main gate to control the access to the complex equipped with golf car to patrol the complex common areas and parking lots at least three times per day. Enforcement of the association approved rules and regulations, and detection and reporting of any suspicious activity. Others designated by the association.								
MONTHLY PRICE: +/- \$ 13,579.20 PLUS 7% SALE TAX			YEARLY PRICE: +/- \$ 162,950.40 PLUS 7% SALE TAX					

BY B.H.P.S. INC.: NAME AND LAST NAME: _____ TITLE: _____ SIGNATURE: _____

BY THE CLIENT: NAME AND LAST NAME: VIRGILIO Ruiz TITLE: VICE PRES. SIGNATURE: [Signature]

WHAT TO EXPECT FOR THE FOLLOWING YEARS:

As you already know, on November 3, 2020, over 60 percent of Floridian voters approved Amendment 2, which increases the minimum wage and amends Florida's Constitution and for this reason over the next six years, Florida's minimum wage rate will increase gradually to \$15 an hour.

Under the new mandate, Florida's minimum wage rate was raised to \$10 an hour on September 2021, the minimum wage then will increase by \$1.00 each year until it reaches \$15 an hour in 2026. The minimum wage rate applies to all public and private sector employers, regardless of size or number of employees.

Employers must use the following hourly minimum wage schedule for non-tipped employees:

- September 30, 2021 – \$10.00
- September 30, 2022 – \$11.00
- September 30, 2023 – \$12.00
- September 30, 2024 – \$13.00
- September 30, 2025 – \$14.00
- September 30, 2026 – \$15.00

Due to the above mandatory increase the prices of our service need to be updated accordingly on the above dates to abide to the law as stated on paragraph 3-d of our service agreement.

It is also important to consider that now days traditional employments are losing interest between workforce because there are new jobs options on the market with better salaries, benefits, and schedule flexibility, and for those reasons people rather prefer to work for companies like Amazon, Uber, Lyft, Dashdoor etc. and manage their own time or to work for a rapid food restaurant that will be starting paying them \$14.00 per hour and will provide them free food, in other words, all the above reasons must be considered when calculating how much the price must be increased for our services, in order to comply with the law and continue providing a quality professional service adjusted to the budget and be able to find and retain employees to perform the job, if the workforce absent problem continue we will be forced to increase the hourly rate to find qualified personnel to perform the job, but if such condition happens we will be mutually discuss to reach an appropriate agreement before such increase.

*To comply with the government imposed wage increase, **if not other condition change and the workforce problems ends**, our price per hour will continue increasing yearly as showed on the chart below until September 30, 2026 that will be reached the \$15.00 per hour minimum wage approved.*

DATE FOR THE MANDATORY MINIMUM WAGE INCREASE	MANDATORY MINIMUM WAGE IN FLORIDA	OUR PRICE PER HOUR OF SERVICE TO COMPLY THE MANDATORY INCREASE
September 30, 2023	\$12.00	\$18.86
September 30, 2024	\$13.00	\$20.08
September 30, 2025	\$14.00	\$21.30
September 30, 2026	\$15.00	\$22.52


BY B.H.P.S. INC.: NAME AND LAST NAME: _____ TITLE: _____ SIGNATURE: _____

BY THE CLIENT: NAME AND LAST NAME: Virgilio Ruiz TITLE: Vice Pres SIGNATURE: [Signature]

- h. **BLACK HAWK PROTECTION SERVICES INC.** represents that it is licensed to render security guard services as provided for in this agreement and that it has complied with all the license requirements as mandated by the State and local governments. **BLACK HAWK PROTECTION SERVICES INC.** shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority, bearing on the performance of the work.
- i. **BLACK HAWK PROTECTION SERVICES INC.** and its personnel shall observe and obey all rules and regulations of the Association. **BLACK HAWK PROTECTION SERVICES INC.** shall use reasonable care consistent with its rights to manage and control its operation not to permit any condition to achieve which shall or may cause or be conducive to any complaints, troubles, disputes or controversies which interfere with the operation of the Association facilities.
- j. In the event of an emergency, **BLACK HAWK PROTECTION SERVICES INC.** and/or its guard shall immediately contact the proper authorities and shall file a report to the extent necessary.
- k. Written complex instructions, rules and regulations must be received from the Association in order to perform the duties as required and to enforce the rules.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year above written.

BLACK HAWK PROTECTION SERVICES INC.:



JOSE R. SALAS
PRESIDENT

SONOMA AT DORAL ASSOCIATION (CLIENT):



BY THE BOARD OF DIRECTORS



BLACK HAWK PROTECTION SERVICES, INC.

LICENSES: B 2400285 A 2600460 DS 2500024 DS2800046

7320 NW 56 Street, Miami, FL. U.S.A. 33166
(305) 883-1133 (305) 280-6365 FAX: (305) 863-3322
security@bhprotection.com

SPECIFICATION SCHEDULE

 CORPORATION PARTNERSHIP PROPRIETORSHIP

BUSINESS COMPLETE NAME: "SONOMA AT DORAL H.O.A."

DBA: **STATE OF INCORPORATION:** FL

REGISTERED OFFICE ADDRESS: 8200 NW 41 Street suite 20 Miami Fl. 33166

REGISTERED AGENT: DORAL MANAGEMENT

TELEPHONES: (305) 591-8715

FAX:

EMERGENCY CONTACT TELEPHONES:

FAX:

COMMENCEMENT DATE: 01/01/2023

EXPIRATION DATE: 01/01/2024

SECURITY SERVICES PRICE FROM 01/01/23 TO 09/30/23:

# OF SECURITY	DAY OF THE WEEK	CONDITION	FROM	AM/PM	TILL	AM/PM	RATE X HOUR	# OF HOURS
01	MONDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	TUESDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	WEDNESDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	THURSDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	FRIDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	SATURDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
01	SUNDAY	UNARMED	00:00	AM	11:59	PM	\$ 17.64	24
# OF SECURITY X SHIFT		# OF DAYS X WEEK		CONDITION			TOTAL # OF HOURS X WEEK	
01		07		UNARMED			168	
GOLF CAR					SECURITY OFFICER			
The price includes: a patrol golf car, a company cell phone, SOS software for parking enforcement and violations, vehicle emergency station with jump start and air compressor to assist residents having problems with their vehicles, Body worn camera.					RATE X HOUR: \$ 17.64 PLUS 7% SALE TAX			
OVERTIME / HOLIDAYS					RATE X HOUR			
LABOR DAY, MEMORIAL DAY, THANKSGIVING DAY, 4 TH OF JULY, CHRISTMAS DAY, NEW YEAR'S DAY					+ \$ 8.82 PLUS 7% SALE TAX			
Scope of the service: unarmed security Officer to be working at the main gate to control the access to the complex equipped with golf car to patrol the complex common areas and parking lots at least three times per day. Enforcement of the association approved rules and regulations, and detection and reporting of any suspicious activity. Others designated by the association.								
MONTHLY PRICE: +/- \$ 12,700.80 PLUS 7% SALE TAX				YEARLY PRICE: +/- \$ 152,409.60 PLUS 7% SALE TAX				

BY B.H.P.S. INC.: NAME AND LAST NAME Jose Salas TITLE: President SIGNATURE: [Signature]

BY THE CLIENT: NAME AND LAST NAME: Vincent R. 12/10 2012 TITLE: Vice Pres SIGNATURE: [Signature]



BLACK HAWK PROTECTION SERVICES, INC.

LICENSES: B 2400285 A 2600460 DS 2500024 DS2800046

7320 NW 56 Street, Miami, FL. U.S.A. 33166

(305) 883-1133 (305) 280-6365 FAX: (305) 863-3322

security@bhprotection.com

SPECIFICATION SCHEDULE

___ CORPORATION ___ PARTNERSHIP ___ PROPRIETORSHIP

BUSINESS COMPLETE NAME: "SONOMA AT DORAL H.O.A."

DBA: STATE OF INCORPORATION: FL

REGISTERED OFFICE ADDRESS: 8200 NW 41 Street suite 20 Miami FL, 33166

REGISTERED AGENT: AFFINITY MANAGEMENT SERVICES

TELEPHONES: (305) 325-4243

FAX:

EMERGENCY CONTACT TELEPHONES:

FAX:

COMMENCEMENT DATE: 01/01/2023

EXPIRATION DATE: 01/01/2024

SECURITY SERVICES PRICE FROM 10/01/23 TO 09/30/24:

# OF SECURITY	DAY OF THE WEEK	CONDITION	FROM	AM/PM	TILL	AM/PM	RATE X HOUR	# OF HOURS
01	MONDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	TUESDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	WEDNESDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	THURSDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	FRIDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	SATURDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
01	SUNDAY	UNARMED	00:00	AM	11:59	PM	\$ 18.86	24
# OF SECURITY X SHIFT		# OF DAYS X WEEK		CONDITION			TOTAL # OF HOURS X WEEK	
01		07		UNARMED			168	
GOLF CAR					SECURITY OFFICER			
The price includes: a patrol golf car, a company cell phone, SOS software for parking enforcement and violations, vehicle emergency station with jump start and air compressor to assist residents having problems with their vehicles, Body worn camera.					RATE X HOUR: \$ 18.86 PLUS 7% SALE TAX			
OVERTIME / HOLIDAYS					RATE X HOUR			
LABOR DAY, MEMORIAL DAY, THANKSGIVING DAY, 4 TH OF JULY, CHRISTMAS DAY, NEW YEAR'S DAY					+ \$ 9.43 PLUS 7% SALE TAX			
Scope of the service: unarmed security Officer to be working at the main gate to control the access to the complex equipped with golf car to patrol the complex common areas and parking lots at least three times per day. Enforcement of the association approved rules and regulations, and detection and reporting of any suspicious activity. Others designated by the association.								
MONTHLY PRICE: +/- \$ 13,579.20 PLUS 7% SALE TAX				YEARLY PRICE: +/- \$ 162,950.40 PLUS 7% SALE TAX				

BY B.H.P.S. INC.: NAME AND LAST NAME: Jose Soto TITLE: President SIGNATURE: [Signature]

BY THE CLIENT: NAME AND LAST NAME: VIRGILIO Ruiz TITLE: Vice Pres. SIGNATURE: [Signature]

WHAT TO EXPECT FOR THE FOLLOWING YEARS:

As you already know, on November 3, 2020, over 60 percent of Floridian voters approved Amendment 2, which increases the minimum wage and amends Florida's Constitution and for this reason over the next six years, Florida's minimum wage rate will increase gradually to \$15 an hour.

Under the new mandate, Florida's minimum wage rate was raised to \$10 an hour on September 2021, the minimum wage then will increase by \$1.00 each year until it reaches \$15 an hour in 2026. The minimum wage rate applies to all public and private sector employers, regardless of size or number of employees.

Employers must use the following hourly minimum wage schedule for non-tipped employees:

- September 30, 2021 – \$10.00
- September 30, 2022 – \$11.00
- September 30, 2023 – \$12.00
- September 30, 2024 – \$13.00
- September 30, 2025 – \$14.00
- September 30, 2026 – \$15.00

Due to the above mandatory increase the prices of our service need to be updated accordingly on the above dates to abide to the law as stated on paragraph 3-d of our service agreement.

It is also important to consider that now days traditional employments are losing interest between workforce because there are new jobs options on the market with better salaries, benefits, and schedule flexibility, and for those reasons people rather prefer to work for companies like Amazon, Uber, Lyft, Dashdoor etc. and manage their own time or to work for a rapid food restaurant that will be starting paying them \$14.00 per hour and will provide them free food, in other words, all the above reasons must be considered when calculating how much the price must be increased for our services, in order to comply with the law and continue providing a quality professional service adjusted to the budget and be able to find and retain employees to perform the job, if the workforce absent problem continue we will be forced to increase the hourly rate to find qualified personnel to perform the job, but if such condition happens we will be mutually discuss to reach an appropriate agreement before such increase.

To comply with the government imposed wage increase, if not other condition change and the workforce problems ends, our price per hour will continue increasing yearly as showed on the chart below until September 30, 2026 that will be reached the \$15.00 per hour minimum wage approved.

DATE FOR THE MANDATORY MINIMUM WAGE INCREASE	MANDATORY MINIMUM WAGE IN FLORIDA	OUR PRICE PER HOUR OF SERVICE TO COMPLY THE MANDATORY INCREASE
September 30, 2023	\$12.00	\$18.86
September 30, 2024	\$13.00	\$20.08
September 30, 2025	\$14.00	\$21.30
September 30, 2026	\$15.00	\$22.52

BY B.H.P.S. INC. NAME AND LAST NAME:

Tore Salas

TITLE:

President

SIGNATURE:

[Signature]

BY THE CLIENT: NAME AND LAST NAME:

Virgilio Ruiz

TITLE:

Vice Pres

SIGNATURE:

[Signature]