

## SECURITY SERVICE AGREEMENT

This Agreement is entered into this 15 day of NOVEMBER 2013 by and between D&D Security International Inc., a Florida Corporation, ("DDSI") and Star Tower Condominiums, ("Client").

**NOW THEREFORE**, in consideration of the mutual promises, and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DDSI and Client agree as follows:

### I **Engagement.**

Client retains DDSI to perform security services for Star Tower, Orlando, Florida 32801. DDSI shall provide access control at the front desk at the Star Tower as well as provide patrols of the interior and exterior of the building. DDSI shall also provide such other services as our customary in the industry and are expressly agreed upon in writing between DDSI and Client. The engagement shall be subject to the express terms and conditions discussed in the Agreement.

### II **Term of Engagement.**

The initial term of this Agreement shall be three years (the "initial term") with a 3% increase at the end of each year. Following the completion of the Initial Term, this Agreement shall automatically renew for additional three years periods and shall remain in effect until either party gives written notice of termination at least thirty (30) days prior to the expiration of the Initial Term or any extension of the Initial Term. Either party may terminate the Agreement for any reason upon ninety (90) days notice.

### III **Billing.**

- A. The services provided by DDSI hereunder will be computed on an hourly basis. DDSI Security Officers shall be billed at a rate of \$13.75 per hour. All holidays will be billed at time and half. Taxes are not included in the aforementioned rates. Hour are: 16hrs a day Monday thru Friday and 24/7 on Saturdays and Sundays totaling 128 hours per week.
- B. DDSI will invoice Client on a weekly basis. Client agrees to pay DDSI within thirty (30) days of presentation of said invoice for the charges state therein. Amounts invoiced shall not be subject to offset or withholding by Client for any reason. After thirty (30) days, a service charge of 1.5% per month (18% annual) is computed on all balances.

### IV **Rights and Responsibilities of DDSI.**

- A. All DDSI security personnel staffed at The Star Tower pursuant to this agreement shall be employees of DDSI. All DDSI personnel shall have DDSI security uniforms and badges. DDSI expressly acknowledges that it is responsible for providing its employees with appropriate uniforms, badges and other equipment. DDSI also acknowledges that it is expressly responsible for the wages and expenses of DDSI security personal, including, but not limited to all Federal and State employment taxes. DDSI acknowledges that no security personnel staffed at The Star Tower shall be armed or entitled to carry a weapon of any type, unless DDSI and Client expressly agree otherwise in writing.
- B. Client and DDSI expressly acknowledge and agree that DDSI is an independent security company and is not an agent, partner, joint venture or employee of Client.
- C. DDSI represents that it is free to enter into the Agreement and that this Agreement does not violate the terms of any agreement between DDSI and any third-party. During the term of this Agreement, DDSI shall devote as much time, energy and abilities as necessary to perform the required duties in a

timely and productive manner; provided, however, that nothing in this Agreement shall prohibit DDSI from performing services to other parties while performing services to Client.

- D. DDSI agrees to abide by all Federal and State Statutes, laws and ordinances while performing the services described herein.
- E. IN NO EVENT SHALL DDSI BE LIABLE FOR ANY INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, INCURRED BY CLIENT OR ANY THIRD-PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR WARRANTY, EVEN IF DDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

V. **Identification.**

- A. DDSI and Client agree to indemnify, defend and hold each other harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses (including without limitation, interest, penalties and attorneys' fees) asserted against or imposed or incurred by either party by reason of or resulting from any action by the other party. Client expressly agrees to indemnify, defend, and hold harmless DDSI from any and all claims asserted against DDSI alleging failure to prevent an injury to person or property.
- B. DDSI shall maintain a general liability insurance policy with respect to the services it is providing pursuant to the Agreement. The policy shall afford minimum protection of not less than one million dollars (\$1,000,000.00).

VI. **Notices.**

Any notice required or permitted by this Agreement shall be in writing and shall be sent to the address set forth below, or to such address as subsequently modified in writing.

**If to DDSI:**

Attn: David L. Thomas  
D&D Security International, Inc.  
PO Box 822  
Ocoee, FL 34761

**If to Client:**

Attn: Darcy Ennis/The Castle Group  
The Star Tower Condominiums  
429 E. Jackson St  
Orlando, FL 32801

VII. **Miscellaneous.**

- A. DDSI shall only provide to Client those services specifically detailed herein. No other services from DDSI shall be required or implied. This Agreement is the entire agreement and supersedes, replaces and terminates any previous agreements or representations, whether verbal or in writing, with respect to the subject matter herein. This Agreement shall not be modified in any way except by written agreement signed by both parties.

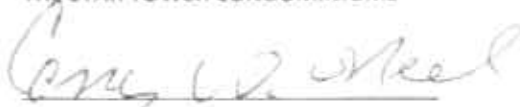
- B. The provisions of this Agreement shall be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- C. In the event that any provision of this Agreement or any portion thereof is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.
- D. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of any of its rights as set forth herein, at law or equity, or a waiver by either party of any other provision or subsequent default by the other in the performance of or compliance with any of the terms and conditions set forth herein.
- E. If legal action or other proceedings, including arbitration proceedings, are brought for the enforcement of this agreement, or because of an alleged breach, default, or misrepresentation in connection with the provisions hereof, the prevailing party shall be entitled to recover from the unsuccessful party its reasonable attorneys' fees and expenses and other costs incurred in such action or proceeding in addition to any other relief to which the prevailing party may be entitled.
- F. This agreement shall be governed by, construed and enforced under the laws of Florida, excluding statutes related to conflict of laws between different jurisdictions. Venue for all legal proceedings shall be in Orange County, Florida.
- G. Any notice of demand given hereunder shall be accomplished by the personal delivery in writing (with written receipt) or by other delivery with proof of delivery or attempted delivery to the address set forth herein for the other party and shall be deemed effective upon proof of attempted delivery (actual delivery to be made as soon as is practicable following attempted delivery).
- H. The headings in this Agreement are solely for convenience and shall be given no effect in the construction or interpretation of this agreement.
- I. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**D&D SECURITY INTERNATIONAL, INC.**

  
By David L. Thomas

**THE STAR TOWER CONDOMINIUMS**

  
By  
Its: Authorized Representative