

## **St. Moritz Security Services, Inc. Master Security Services Agreement**

This Master Security Services Agreement ("Agreement") is entered into by and between St. Moritz Security Services, Inc., 4600 Clairton Blvd., Pittsburgh, Pennsylvania 15236 ("St. Moritz") and the entity identified on Exhibit "A" ("Client") on the terms and conditions set forth this Agreement and any related Exhibit or Statement of Work ("SOW").

1. **Services.** St. Moritz shall provide unarmed security officers to Client (the "Services"). The specific dates, hours, locations, number of armed or unarmed officers, vehicles, equipment, billing rates, and scope of duties shall be specified in one or more SOWs in the form attached hereto as Exhibit A. An SOW is not valid until mutually agreed on by and between St. Moritz and Client. An SOW may be accepted by any relevant and clear writing, including electronic mail messages acknowledged by both parties that contains the information in Exhibit A. The Services shall be provided in accordance with the terms and conditions contained in this Agreement.

2. **Commencement, Term, and Termination.** The terms and conditions of this Agreement shall be effective on the date the Services commence (the "Commencement Date"). The Services shall be for a period of 100 days from the Commencement Date or until September 2, 2024, which ever occurs later (the "Initial Term"). Notwithstanding anything to the contrary herein, this Agreement may be terminated in the following manner: (a) the mutual written consent of St. Moritz and Client; (b) either party providing written notice of its intention to terminate the Agreement at least thirty (30) days prior to the intended termination date; or (c) immediately upon St. Moritz providing written notice to Client of its intention to terminate the Agreement as a result of Client's breach of any material provision herein, including, but not limited to Client's failure to pay St. Moritz any amount when due under this Agreement.

3. **Payment for Services.** St. Moritz shall submit invoices to Client every two (2) weeks for continuing Services or within seven days after the end of an event for short terms assignments. Payment for such invoices is due and payable within thirty (30) days after the date of each invoice. Client agrees to pay a finance charge of 1.5% per month, or the maximum amount allowed by law, on all unpaid balances that are over thirty (30) days past due. Client agrees to pay all invoices in the full amount without offset of any kind or nature unless there is a good faith dispute concerning the rate or quantity of charges for any unpaid invoice, in which event, Client agrees to pay the undisputed amount and to notify St. Moritz of the reason for the dispute and the value thereof. The Services shall be deemed satisfactory unless written notice is received by St. Moritz within ten (10) days from the date St. Moritz transmits the invoice related to such Services. Sales and other use taxes are not included in the rates quoted. Client shall be solely responsible for all sales and use taxes, if any, that are attributable to the Services and equipment provided under this Agreement.

4. **Independent Contractor.** St. Moritz agrees to perform the services described in this Agreement as an independent contractor and not as an employee, agent, or associate of Client. St. Moritz shall hire all security officers and shall be responsible for the payment of all wages and customary taxes and insurance. St. Moritz shall have the sole right to exercise control and authority over its personnel, including performance of the Services and may assign security officers as it deems appropriate in its sole and absolute discretion. Client shall not have the right to exercise control over the labor relations policies of St. Moritz. St. Moritz agrees to abide by all applicable federal, state, and local laws and regulations concerning employment of security officers.

5. **Non-Solicitation; Likeness.** Client agrees not to directly or indirectly employ, accept applications from, or solicit any person who is an employee of St. Moritz for the purpose, or with the intent of, enticing such employee away from or out of the employ of St. Moritz, on Client's own behalf or on behalf of any other person or entity, during the term of this Agreement and for a period of two (2) years thereafter. In the event of breach by Client of this Section 5, the parties agree that damages that may result from a violation of this section are difficult to ascertain, and accordingly Client agrees to pay the total sum of Five-Thousand Dollars (\$5,000.00) to St. Moritz for each and every individual violation of this Section 5 as liquidated damages, and not as a penalty, which is in addition to any other rights or remedies St. Moritz may have. St. Moritz may use client likeness and information in its social media, marketing, and promotional materials.

6. **No Warranty/Waiver; Scope of and Exclusion from Services.** Client recognizes that St. Moritz is not an insurer of property or persons. St. Moritz makes no representation or warranty, express or implied, that the Services will prevent, deter, or mitigate the likelihood of, any loss, damage, or injury to Client or any third party, including the injury or death of any person whomsoever, or to property of Client or another, or damage to Client's premises or business arising out of criminal activity, fire, theft, terrorism, public emergency, communicable disease, infectious agent, bacteria, virus or other loss (collectively, "Losses"). The responsibility of St. Moritz is solely limited to providing physical security services and St. Moritz has not been engaged as a consultant or otherwise to provide an assessment of security needs at the site(s) covered. Client agrees to assume all risks of, and waives all right of recovery, indemnification, or subrogation against St. Moritz for Losses, Client acknowledges that Client alone has chosen the number of security officers and type of Services to be provided under this Agreement; that St. Moritz has informed Client that additional security officers and Services are available at an additional cost; and that Client has elected not to avail itself of additional security officers or Services. If Client alters any instructions or directions

given by St. Moritz to any security officers or if Client assumes any supervision of the security officers, Client shall be solely liable for any and all consequences therefrom. The parties specifically agree that the Services provided herein are limited to security services only and the following are specifically excluded from the Services: engineering or consulting duties, inspection of the building, identification of building structural or integrity issues, maintenance, design, or repair related to the property where the Services are provided.

7. **No Third-Party Rights.** The Services are solely for the benefit of Client and nothing in this Agreement is intended to, or actually confers any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives, assigns, owners, parents, and subsidiaries. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to exclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever. Only the parties hereto may enforce the terms of this Agreement.

8. **Waiver of Breach.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any right, condition, or of the breach of any term, agreement, covenant, representation, or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such right condition or of the breach of any other term, agreement, covenant, representation or warranty of this Agreement.

9. **Force Majeure/Unforeseeable Events.** St. Moritz shall not be liable for nonperformance of any of its obligations under this Agreement if such nonperformance was due to any of the following:: any act of God, including, but not limited to: war or credible threat of such; riot; civil strife; act of terrorism or credible threat of such, whether domestic or foreign; embargo; governmental rule, order, regulation or decree; inclement weather; flood, fire, hurricane, tornado, casualty, earthquake, or other natural disaster; strike, lockout, or other labor disturbance; epidemic, pandemic, contagion, infection, or outbreak; the unavailability of labor or materials to the extent beyond the reasonable control of St. Moritz; or any other events or circumstances not within its reasonable control, whether similar or dissimilar to any of the foregoing (each a "Force Majeure Event"). Nothing in this Section 9 shall relieve Client of any obligation to pay for Services performed prior to any Force Majeure Event.

10. **Keys/Electronic Access.** If Client entrusts St. Moritz with keys, electronic key cards, fobs or other devices which grant access to Client's facilities or equipment (collectively, "Keys"), St. Moritz will be responsible for such Keys only when they are in the custody of its employees and agents. In the event that any Key is lost or stolen while in the custody of St. Moritz, St. Moritz agrees to reimburse Client for the actual cost of rekeying in an amount not to exceed two-hundred and fifty dollars (\$250.00).

11. **Attorney Fees.** In the event any legal action or proceeding is brought to enforce or construe any provision of this Agreement, or to seek relief for the breach thereof, the prevailing party in such action or proceeding shall be entitled to recover its actual costs incurred, including reasonable attorney fees, costs and fees on appeal, and the amount of attorneys' fees and costs incurred in litigating the amount of such attorneys' fees and costs.

12. **Integration and Invalid Provisions.** This written Agreement, including any Exhibit or SOW represents the entire understanding between, and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement and any Exhibit or SOW. Except as noted in Section 1 above, this Agreement may not be modified or terminated orally but only by an instrument in writing signed by the party against whom any such modification or termination is to be enforced. Should any conflict arise between the terms of any other document, including any Exhibit or SOW and this Agreement, terms and conditions of this Agreement shall control. The invalidity or enforceability of any particular provision of this Agreement shall not affect the enforceability of or invalidate the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had never been part hereof and were omitted.

13. **Assignment and Subcontracting.** Neither party shall assign this Agreement or any rights arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that, Client acknowledges and agrees that St. Moritz may, without obtaining Client's consent, assign its obligation to perform the Services to its affiliates, subsidiaries, and independent contractors.

14. **Insurance.** During the term of this Agreement, St. Moritz will maintain commercial general liability insurance, commercial automobile liability insurance, and workers' compensation insurance sufficient to meet statutory requirements.

15. **Indemnification.** St. Moritz shall defend, indemnify, and hold harmless Client, its owners, parents, subsidiaries, directors, officers, agents and employees from or against any loss, damage, injury, judgment, liability, claim, lien or cause of action, including reasonable attorney's fees and/or costs, and expert witness fees, for injury

to person or property, or death of a person (collectively hereinafter "Claims"), but only to the extent that such Claims were caused by the negligence or willful misconduct of St. Moritz, its employees or agents while performing the Services. In no event shall St. Moritz, its employees, or agents be liable for consequential or incidental damages or lost profits or revenue, or for any Claims: a) arising out of actions that are not part of, or specifically excluded from the Services or any modifications to the Services not approved by St. Moritz; b) caused in whole or in part by the active or passive negligence, concurrent or otherwise, or willful misconduct of Client or its employees or agents; c) arising out of the condition of the property where the Services are provided; d) arising out of or related to any communicable disease, infectious agent, bacteria or virus; or e) resulting from any injury or death sustained by any employee of St. Moritz and nothing herein shall be construed as a waiver of the statutory protections afforded to St. Moritz by any applicable Workers' Compensation laws or statutes. Client shall defend, indemnify, and hold harmless St. Moritz, its agents, and employees from and against any and all Claims resulting from, or alleged to be resulting from, the active or passive negligence, concurrent or otherwise, or willful misconduct of Client, its employees or agents, including, but not limited to any Claims by Client, its employees, or third parties related to any communicable disease, infectious agent, bacteria or virus or any fines, assessments, or any citations by any governmental agency asserting that the property where the Services are provided, or any buildings or fixtures attached thereto violate any applicable rules, statutes or regulations. The indemnity obligations of St. Moritz and Client set forth herein shall survive the expiration or termination of this Agreement.

16. **Use of Client Owned Vehicles.** If Client requests or requires St. Moritz to use vehicles or other motorized methods of transportation owned or leased by Client in the performance of the Services (each a "Client Vehicle"), St. Moritz agrees to operate such Client Vehicle only if Client: a) keeps the vehicle in good working condition at its own cost; b) is responsible for all operating and fuel costs; and c) maintains appropriate levels of insurance, as determined by Client, to cover any Claims. St. Moritz shall have no liability for, and shall not be required to provide insurance to cover any loss, damage to real or personal property, personal injury, or death to any person or entity arising out of the use or operation of any Client Vehicles. Client shall defend, indemnify, and hold St. Moritz harmless from and against any Claims arising out of use of a Client Vehicle; provided that, St. Moritz shall reimburse any applicable insurance deductible expense incurred by Client in an amount not to exceed \$2,500.

17. **Changed Circumstances.** If there is enacted any law, regulation, ruling, or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the Services, or if market conditions justify such alteration, Client agrees that this Agreement will be subject to re-negotiation to take into account these increased costs. Notwithstanding anything to the contrary herein, the rates specified in any SOW shall automatically increase after the Initial Term, and annually each year thereafter by three percent (3%) per hour. Rates based on a multiplier of the standard rate shall increase accordingly.

18. **Forum.** This Agreement shall be governed by the laws of the state of Florida. Any dispute arising between the parties regarding enforcement or application of this Agreement, shall be brought before a court of competent jurisdiction in Walton County, Florida, the parties hereto waiving any claim or defense that such forum is not convenient or proper. The parties irrevocably agree: a) to be bound by any judgment rendered in Florida in connection with this Agreement; b) to accept service of any Summons or Complaint by certified mail, return receipt requested mailed to the address indicated on this Agreement or the party's last known address, if different, such service being hereby acknowledged by the parties to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered via facsimile or electronic transmission shall have the same force, validity, and effect as the originals thereof.

20. **Specific Provisions Related to Water Facilities.** The Services include presence of the assigned security officer at locations where water facilities, including but not limited to swimming pool(s), spas, hot tub(s), water/pool slides, or diving boards or platforms (collectively, the "Water Facilities") are present and/or may be used by Client, its residents, and/or third parties. Client acknowledges that St. Moritz has agreed to perform the Services near or adjacent to Water Facilities based on Client's representation as to each of the following, and that such representations are a material consideration for St. Moritz to enter into this Agreement:

a. Notwithstanding anything to the contrary herein, including but not limited to any indemnification obligations St. Moritz has under Section 15 above, or otherwise, Client shall fully defend, indemnify, and hold harmless St. Moritz, its agents, and employees from and against any and all Claims by any person or entity, including Client, its residents, and any others using the Water Facilities, arising out of or resulting from, or alleged to be arising out of or resulting from, the use of any Water Facilities or equipment related thereto, including Claims related to water safety, drowning, first aid, CPR, or any communicable disease, infectious agent, bacteria or virus or any fines, assessments, or any citations by any governmental agency asserting that the property where the Services are provided, or any buildings or

fixtures attached thereto violate any applicable rules, statutes or regulations, even if due to the active or passive negligence, or willful misconduct, concurrent or otherwise of St. Moritz, its employees, or agents.

b. Client agrees to assume full liability for and maintain adequate insurance coverage for Claims resulting from use of any Water Facilities and Client waives all subrogation and other rights or recovery against St. Moritz therefore.

c. At all times, Client shall strictly comply with all applicable rules, regulations, and statutes regarding the Water Facilities, including, but not limited to §514/515 Fla. Stat. (2021), Fla. Admin. Code, Chapter 64E-9, and any successor statutes or regulations.

d. Client shall post appropriate signage advising all those who use the Water Facilities that lifeguards are not present and that use of the Water Facilities is at the users' own risk.

e. St. Moritz has no responsibility for maintenance or the condition of any Water Facilities or any furniture, fixtures, or equipment adjacent thereto.

In witness whereof and with the intent to be legally bound, the person below has executed this Agreement as an authorized representative of their respective entity.

St. Moritz Security Services, Inc.

Cypress Breeze Planation Homeowners  
Association, Inc.

Lenny L. Neff  
By: Lenny L. Neff  
Its: Senior VP

Joan W. Ruzum, HOA President  
By: Joan W. Ruzum  
Its: HOA President

Date: 02/28/2024

Date: 2/22/24



**Exhibit A to Master Security Services Agreement**

Statement of Work Pursuant to Master Security Services Agreement Between St. Moritz Security Services, Inc. and

Client Name: Cypress Breeze Planation Homeowners Association, Inc.

Client Address: 370 Cypress Breeze Drive, Santa Rosa Beach, FL 32459

Services Commencement Date: Saturday; May 25, 2024

Location*	No. and Type of Officers*	Hours/Days*	Bill Rates (Std/OT)*
Cypress Breeze Pool	1, Unarmed	8	\$29.42 / \$44.13
<p>*Other scheduled, temporary, emergency, or overnight coverage as agreed to by the parties, which may be confirmed via e-mail or other electronic correspondence. Overtime rates will be billed: 1) when the client-requested schedule of any security officer exceeds the jurisdictional daily or weekly limit for straight time pay; and 2) on the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. <b>4 Hour Minimum:</b> Client agrees to pay a 4 hour minimum anytime a shift is cancelled or reduced below 4 hours on less than 2 hours' notice.</p>			
Equipment/Vehicles		Charge Per Month	
Cell phone with TrackTik Software		\$100.00	