

SERVICE AGREEMENT

THIS AGREEMENT, made by and between: **Colour Republic** referred to as "CLIENT" and **U.S. Security**, hereinafter referred to as "U.S. Security", having been duly entered into with an effective date of 8/01/2017 for one-year periods.

WITNESSETH: Whereas, the CLIENT desires that U.S. Security furnish services at those premises described in provisions A: NOW THEREFORE, In consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

- 1.) During the term of this agreement, the CLIENT agrees to use U.S. Security and U.S. Security agrees to furnish such services as described herein, and CLIENT agrees to pay U.S. Security pursuant to the following Schedule:

84 hours
\$14.50 for ~~336~~ hours per week of Level II Security Roving January through the end of May and 84 hours per week of Level II Security from June to the end of December. (Dates are approximate)

Valentine's Day and mid march to mother's Day
JAS

The aforementioned agreement rates will be invoiced at time and a half for holiday's hours.

Holidays (24 hour periods) are to include:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day, and Christmas Day. Said overtime rates shall also apply to all additional hours of service requested by CLIENT.

The above rates shall become effective as of the commencement date state in article Two (2), and shall remain in force for the same term above. sixty days prior to the expiration date of this agreement, written notice may be provided to either party by first class certified U. S. Mail or email, of the desire to extend the agreement, conclude the agreement, or commence negotiation on agreement changes. In the absence of such notice or any consensus as to modifications, the agreement will automatically renew for the same term above. A yearly service rate increase of eight percent per year to offset the cost of living will apply at the beginning of every fiscal year (April 6th).

2) The services to be furnished by U.S. Security hereunder shall commence on **March 3rd 2018** and shall continue for the identical term as indicated above. This agreement may be cancelled with cause in **Thirty days (30)** by delivering a written notice of intent to cancel to the office of either party. Delivery shall be accomplished by First Class Certified U.S. Mail. Such notice shall contain the description of the cause alleged to be the reason for cancellation; cause is defined and limited to that of U. S. Security failure to remedy a material breach as outline in this contract. U.S. Security shall be paid for said thirty-day period, and shall continue to provide service to Client for said thirty days. If Client does not wish to have U.S. Security continue its service during said thirty-day period, U.S. Security will honor the wish, yet still be entitled to payment nonetheless.

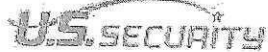
- 3) The type and nature of the services described herein may not be varied without prior written amendment to this contract, executed by both parties. The services provided by U. S. Security are set forth in provision B. Additional services are available at additional cost. The furnishing of the services provided for hereunder shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of, or be connected with, the furnishing of such services. It is specifically understood that U.S. Security. Has not reviewed the security requirements of the CLIENT, but is only providing the number of personnel, armed or unarmed and hours, as requested by the CLIENT. U.S. Security makes no representations that the security requested is reasonable or adequate for the CLIENT'S purposes. The CLIENT is relying upon its own knowledge and investigation as to the number and type of security personnel required.

- 4) The individuals used to perform such services shall be employees of U.S. Security an independent contractor. The payment of Federal, State, and /or Commonwealth Taxes, and wages, shall be the sole function of U. S. Security.

- 5) Contract Comprehensive General Liability Insurance and Worker's Compensation Insurance shall be carried to satisfy applicable statutory requirement. It is hereby agreed and understood that U.S. Security is not an insurer of property or persons guarded. In case a claim is made by any person, entity, or corporation including CLIENT, against U.S. Security, CLIENT shall not be entitled to retain the amount of such claim or of any monies due or owing to U.S. Security hereunder. CLIENT assumes all risk of loss, physical damage and personal injury at its location or any other property resulting from fire, theft or other casualty and CLIENT waives any right of recovery and its insures' right of subrogation against U.S.

Security for any loss or damage resulting from any occurrence. Further, if CLIENT is dissatisfied with the quality of service, it may not unilaterally deduct any amount (s) from invoices, but shall be governed by the following: if CLIENT wishes to cancel because of an alleged breach of contract such right regarding paragraph 2 of the agreement shall only accrue in the event of a material breach. A material breach shall be deemed one that is continuous, and which U.S. Security fails to remedy same after reasonable written notice is sent to the company's office. Isolated breaches in performance by individual security personnel shall not of itself be grounds for termination of this agreement. U.S. Security must be notified in writing, as above, of said breaches and be given the opportunity to rectify same.

- 6) If at the request of the CLIENT, a U.S. Security employee is assigned duties other than those duties set forth by this agreement, regulations, and guidelines, the CLIENT hereby assumes complete responsibility thereof.
- 7) U.S. Security shall invoice CLIENT weekly, and payment is due upon receipt. Invoices shall be deemed accurate and correct, unless notice in writing is giving to U.S. Security specifically stating any objections to same, delivered to our corporate offices at 3555 N. W. 77 Ave., Miami, FL. 33122 via First Class Certified U.S. Mail or any other office we may designate to CLIENT in writing at any time. Said notice must be given within seven days of receipt of the invoice, or ten days from the delivery of any statement, whichever is earlier and it will be deemed waived. Delivery of said notice to our personnel at any place other than to our offices shall not be valid. If an objection is taken, the invoice billed shall be paid, unless otherwise agreed, and all credits, if any will be credited towards the next invoice. The only objection to invoices considered valid shall be the hours worked, and not to the quality of services rendered. No deductions may be taken for any reason other than stated herein. A late fee of 1.5% per month may be levied on overdue accounts. Collection and attorney fees are recoverable to prevailing party in connection with any dispute under this agreement. "The parties to this agreement agree that in the event a dispute should arise to any of the terms of this agreement, the venue for any action shall be in Miami-Dade County, Florida". U.S. Security shall have the option to terminate services upon twenty-four hours written notice for failure to pay invoices when due. Failure to demand payment or remit a timely invoice shall not be deemed as a waiver by U.S. Security of any rights it has pursuant to this Agreement.
- 8) Should a condition arise which, in the CLIENT'S consideration, requires a substantial increase in the number of personnel assigned, or the services initially requested by Client, U.S. Security shall have a reasonable time which to provide said services. In the event of a strike, walkout, slow-down, work-stoppage, or other labor dispute or difficulty by either CLIENT'S employees or U.S. Security employees, whether contrary to a labor agreement or not, U. S. Security and CLIENT agree to negotiate a change in rates charged as set forth in Article One. Further, the CLIENT agrees to pay all costs related to the affordable healthcare act rendered under this agreement. If the Federal/ State Minimum Wage increase during the term of this agreement, then CLIENT agrees that the hourly rate per security officer specified in this agreement shall be increased by the exact amount of the minimum wage increase.
- 9) It is hereby agreed between parties that the CLIENT or its Agents directly or indirectly shall not hire, attempt to hire, or use any employees or former employees of U.S. Security during the contract and for a period of Twenty Four (24) months after the expiration or termination of this agreement. Should this article be breached CLIENT agrees to pay U.S. Security an amount of Twenty Two Thousand dollars per employee so coerced, encouraged, or utilized, as liquidated damages.
- 10.) U.S. Security and CLIENT agree to comply with all applicable Federal, State, and Local laws, including:
 - a. The Civil Rights Act of 1964 as amended.
 - b. The Equal Employment Opportunity clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Opportunity Employment, and implementing Rules and Regulations of the Office of Federal Contract Compliance Program as incorporated herein by specific reference.
 - c. The Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam era, is incorporated herein by specific reference.
 - d. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity Employment for the handicapped is incorporated herein by specific reference.
- 11.) This agreement shall only become enforceable and effective when it is signed by U.S. Security's authorized representative; the client's authorized representative, and, one of U.S. Security's corporate officers. The signature of U.S. Security's corporate officer shall serve to ratify and approve of the terms and conditions set forth in the agreement. In addition, facsimile signatures are acceptable, and, the agreement may be signed in counter-part.



..... where the service is Award Winning!

12.) All notices, invoices and payments under this agreement, shall be sent to the following address:

For the CLIENT:

Colour Republic

8901 NW 33rd St

Miami, Florida

Attn: Mr. Jose Sanchez

For U.S. Security

US Security

P.O. Box 521606

Miami, FL 33152-1606

Attn.: Kleydis Rodriguez

Routine correspondence necessary to the performance of the work described herein shall be sent to the local U.S. Security office, unless otherwise advised U.S. Security 3555 N.W. 77 Ave. Suite 1, Miami, FL 33122.

13.) This agreement, together with all documents incorporated herein physically or by reference, constitutes the entire agreement between the parties and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement(s), inducement(s), or exceptions (s), offered or taken, which are not specifically incorporated herein, are not a part of this contract, and shall have no effect or influence upon its interpretation. It is understood, that non enforcement of any right(s) assigned under this agreement does not in any way imply a waiver of right(s). No amendments or modifications of any of the terms or conditions shall be valid unless reduced to writing and executed by both parties.

For the CLIENT

Jose A. Sanchez

(Print Name)

Finance & Administration mgr.

(Title)

Joe A. Sanchez

(Signature)

2/22/2018

For U.S. Security

Omar Rojas

(Print Name)

Operations Manager

(Title)

[Signature]

(Signature)

2/22/18

(Date)

[Signature]

U.S. Security Corporate Officer

Incremento del 8%
en el 2023.

Incremento for 2024.

Vigente hasta el
03/2024.

Cancellation Notice
30 days before.

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