



Effective / / through / / the rate for security will be as follows:

Lotus HOA					
Access Control & Patrol: 6pm - 6am Seven Days Per Week/Clubhouse Attendant: 10am - 5pm Sat & Sun					
Position	Hours Per Week	Pay Wage	Bill Rate	Overtime/Holiday Rate	Annual Investment
Site Supervisor/Access Control	40	\$19.00	\$25.75	\$38.62	\$53,549.60
Access Control Officers <i>Mon-Tues 2pm-6am</i>	44	\$18.00	\$24.39	\$36.59	\$55,804.32
Patrol	84	\$18.00	\$24.39	\$36.59	\$106,535.52
Clubhouse Attendants	14	\$17.00	\$23.04	\$34.55	\$16,769.48
TOTAL HOURS PER WEEK	182				\$232,658.92
Average Wage Rate		\$18.14			
Security Program of	182 Hours Per Week				
Estimated Holiday Annual Cost					\$232,658.92
Based on seven (7) recognized Holidays.					\$2,237.11
New Year's Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day					
SUV Patrol Vehicle, includes maintenance, insurance, decals, light bar. Billed monthly @ \$1,450 per month. Fuel billed as incurred with receipt verification.					\$17,400.00
Helix Officer Management System with Smartphone. Billed monthly @ \$180 per month.					\$2,160.00
Estimated Subtotal					\$254,456.03
Sales Tax @ 7%					\$17,811.92
Estimated Total Annual Cost					\$272,267.95
Total Annual Cost Projection					\$272,267.95
Pricing Notes					
Bill Rate includes payroll taxes, insurance, medical benefits, training, vacation, HR, Branch Management Support which includes Client Manager, Operations Manager, Field Supervisor, Helix Technology System and Administration support.					

This package includes 401K, Medical, Dental, and Life Insurance at no additional cost to the customer. Any requests for overtime will be billed at the overtime bill rate. 7 holidays are honored by Allied Universal (New Year's Day, Presidents Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).

ASSOCIATION:

LOTUS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: Kara Babcock President Kara Babcock, President

Address: 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323

Date: 10/6/2022



ADDENDUM TO PROTECTIVE SERVICES AGREEMENT

This will serve as addendum to the current security contract between Lotus Homeowners Association and Allied Universal Security Services with offices located at 1645 Palm Beach Lakes Blvd, West Palm Beach 33401, Suite 600.

This Addendum is executed in conjunction with a four (4) page Vendor Agreement For Services Agreement (hereinafter referred to as "Agreement") for security services ("Services") at Lotus Homeowners Association (the "Client"). Any conflict between the terms contained in the Agreement and this Addendum, shall be resolved in favor of this Addendum. There shall be no change in any of the provisions of the Agreement or this Addendum, including the costs contained in the Agreement, without the prior written approval of all parties.

Section 3 on page 1 of the Agreement shall be revised as follows:

Fee. Association agrees to pay Vendor, as compensation for the Services, the total fee(s) (the "Fee") described in the attached Schedule. Association shall pay Vendor at the times and in the manner described in the attached Schedule. The Fee set forth in the attached Schedule is valid for the first twelve (12) months of the initial term, thereafter it will be increased annually, effective as of the anniversary date of the commencement date, in an amount to be mutually agreed upon by the parties.

Section 6 on page 2 of the Agreement shall be revised as follows:

Section 6; Association shall be entitled to terminate this Agreement at any time, with or without cause, upon ten (10) prior written notice to Vendor and Vendor shall be entitled to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to Association. In the event a party terminates this Agreement in accordance with this paragraph, Association shall only be responsible to pay Vendor the Fee for Services performed up to and including the date of termination

Section 15 shall be added to the Agreement as follows:

Section 15; Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, should Vendor be found liable for any losses hereunder for any reason, the sole and exclusive remedy of Association in any situation, whether in contract or tort, or otherwise, shall be limited to Association's actual and direct damages, and shall in no event exceed the amounts of \$2million dollars.

Section 16 shall be added to the Agreement as an addition to Section 11 as follows:

Section 16; Mutual Waiver of Consequential Damages. Under no circumstances will either party be liable to the other party, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits

EXHIBIT
"A"

SCOPE OF SERVICES AND FEE SCHEDULE

LOCATION:

Lotus, Palm Beach County, Florida

SERVICES TO BE PERFORMED:

Access control – visitor management, patrol of community, clubhouse attendant services.

Job descriptions/Post Orders TBD. Program coverage hours may change over time.

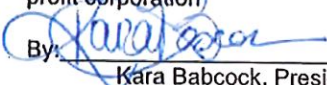
FEES:

Event Cancellations: In the event that the Services are cancelled by the Association due to inclement weather or Acts of God, Vendor shall reschedule the event, at no additional cost, to a date specified by the Association unless such alternative date has been previously reserved by another party.

Initials HM

ASSOCIATION:

LOTUS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Kara Babcock, President

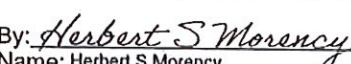
Address: 1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323

Date: 10-16-2022

VENDOR:

Allied Universal Security Services

[Print Name of Vendor Above]

By: 
Name: Herbert S Morency
Title: General Manager

Address: 1645 Palm Beach Lakes Blvd. Suite 600 West Palm Beach, FL. 33410

Date: 10/12/2022

amount not to exceed \$2,000,000 per occurrence, but such indemnity shall not include damages resulting from the gross negligence or willful, wanton or intentional misconduct of the Covered Parties. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement. If applicable law limits the enforceability of any of the foregoing requirements, then Vendor shall be required to comply with the foregoing requirements to the fullest extent allowed by applicable law and this paragraph shall be limited only to the extent required to conform to applicable law. This paragraph shall survive the completion of the Services and any earlier termination of this Agreement.

5. Waiver of Subrogation. Association is hereby released from all liability (by way of subrogation or otherwise) for any loss or damage (regardless of the cause of such loss or damage and regardless of whether or not Vendor's insurance carrier has included a waiver of subrogation in its insurance policy in accordance with the requirements of this Agreement) to the extent that such loss or damage is insured or required to be insured under this Agreement. The foregoing provision is not intended to and shall not be deemed to limit or reduce in any manner any other limitations of liability in favor of Association contained elsewhere in this Agreement.

6. Termination. Association shall be entitled to terminate this Agreement at any time, with or without cause, upon three (3) days prior written notice to Vendor. In the event Association terminates this Agreement in accordance with this paragraph, Association shall only be responsible to pay Vendor the Fee for Services performed up to and including the date of termination.

7. Further Provisions. Association and Vendor further agree as follows:

(a) Vendor shall at all times during the term of this Agreement act as an independent contractor, and nothing contained in this Agreement shall be construed to create the relationships of principal and agent or employer and employee between Association and Vendor. In that regard, Vendor shall not incur any obligations or enter into any agreements whatsoever for Association's account or on Association's behalf, and Vendor shall be responsible for all obligations incurred or agreements entered into by Vendor.

(b) Vendor may not assign any of Vendor's rights or delegate any of Vendor's duties under this Agreement. Any change in ownership or beneficial interest in Vendor shall be deemed an assignment hereunder, which is prohibited.

(c) No additional services (i.e., no services other than those described in the Scope of Services in the attached Schedule) shall be provided without the prior written authorization of Association.

(d) Vendor shall not use the name of or refer to Association or any of its affiliates in any advertisement, news release or professional or trade publication without first obtaining Association's prior written consent.

8. Notices. All notices required or desired to be given under this Agreement shall be in writing and shall be deemed duly given

or made if: when delivered personally; mailed by registered or certified mail, return receipt requested; or delivered by Federal Express or other overnight delivery service.

9. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida, both substantive and remedial.

(b) In the event any term or provision of this Agreement be determined by appropriate authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida, (ii) venue shall lie exclusively in Broward or Palm Beach County, Florida, and (iii) the prevailing party shall be entitled to reasonable attorneys' fees and court costs through and including all appellate and post judgment levels, whether or not such litigation proceeds to final judgment. The provisions of this subparagraph shall survive any termination of this Agreement.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other, and all genders, captions and paragraph headings shall be disregarded.

(e) No consent or waiver, express or implied, relating to any breach or default by the other in the performance of any obligation hereunder will be deemed or construed to be a consent to or waiver of any other breach or default by such party.

(f) In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Schedule, the terms and conditions of this Agreement shall control and prevail.

10. Jury Trial Waiver. ASSOCIATION AND VENDOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR THE SERVICE PERFORMED OR TO BE PERFORMED PURSUANT TO THIS AGREEMENT. This paragraph shall survive the completion of the Services or any earlier termination of this Agreement.

11. Entire Agreement; Time of the Essence. This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Time shall be of the essence in the performance of this Agreement.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into by LOTUS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and the vendor named below (the "Vendor") as of the date last signed by the parties below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association and Vendor agree as follows:

1. Services. Vendor shall perform all of the services (the "Services") set forth in the Scope of Services and Fee Schedule attached to this Agreement as Exhibit "A" (the "Schedule") at the community listed in the Schedule and also agrees to all the terms provided herein. Specifically, Vendor agrees as follows in connection with the performance of the Services:

(a) All Services shall be performed during the hours, if any, specified in the Schedule but in no event shall any Services be performed in violation of any hours as imposed by any County rules, regulations or ordinances.

(b) Vendor, at Vendor's sole cost and expense, will supply all labor, materials and equipment necessary for the full and complete performance of the Services, except as specifically excluded on the Schedule, if any. Without limiting the generality of the foregoing, Vendor, at Vendor's sole cost and expense, shall be responsible for all of Vendor's employees' payroll, general liability insurance, state unemployment compensation, federal unemployment compensation, workers' compensation, FICA, equipment, supplies, supervision, absentee fill-in, general and administrative costs (i.e., costs of preparing payroll, accounting), and miscellaneous benefits (i.e., vacations, sick leave).

(c) Vendor shall promptly replace any employee and/or contractor that Association determines is not acceptable to Association with another individual who is acceptable to Association.

(d) Vendor, in performing the Services, shall comply with all applicable laws, codes and regulations (including immigration and minimum wage laws) and shall meet all OSHA safety standards. In addition, Vendor shall secure and pay for all permits and licenses necessary for conducting business in the State of Florida and for the proper execution and completion of the Services. Nothing contained herein shall be deemed to preclude Association from retaining the services of other persons or entities to provide the same or similar services as those undertaken by Vendor hereunder.

2. Term. The term of this Agreement shall commence on the date of this Agreement (unless otherwise provided in the attached Schedule) and end upon completion of the Services by Vendor, unless sooner terminated as provided in Paragraph 6 below. Vendor shall perform the Services in accordance with the schedule, if any, included in the attached Schedule.

3. Fee. Association agrees to pay Vendor, as compensation for the Services, the total fee(s) (the "Fee") described in the attached Schedule. Association shall pay Vendor at the times and in the manner described in the attached Schedule.

4. Insurance and Indemnification. At Vendor's own cost and expense, Vendor will provide, BEFORE COMMENCEMENT of any Services, and maintain in full force and effect until full completion of the Services and until expiration of all applicable statute of limitations expire, full insurance coverage in a form or forms and with a company or companies satisfactory to Association, in Association's sole discretion, covering all Services undertaken by Vendor as follows:

(a) Workmen's Compensation Insurance shall be maintained by Vendor in accordance with applicable Florida Statutes, without exemption therefrom. FLORIDA EXEMPTIONS WILL NOT BE

ACCEPTED IN PLACE OF VALID WORKMEN'S COMPENSATION INSURANCE COVERAGE. EMPLOYEE LEASING SHALL NOT BE PERMITTED.

(b) General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate for bodily injuries, death, property damage, etc. resulting from any one occurrence, including coverage for "completed operations". Acceptable ISO Forms include CG2010B 11/85 or CG2026 11/85 or equivalent. Any form that limits coverage to "ongoing operations" or otherwise does not grant additional insured status under the products/completed operations coverage is not acceptable. Such insurance must be primary insurance and non-contributory with any other insurance carried by Association, must have a broad-form hold-harmless provision, and must include blanket contractual liability insurance covering Vendor's indemnity as hereinafter set forth in this Paragraph 4 and the risks enumerated therein. This insurance policy shall name Association and the other Covered Parties (defined below) by endorsement as additional insureds.

(c) Comprehensive automobile liability insurance with a minimum combined single limit of \$500,000 for bodily injury, death and property damage resulting from any one occurrence, including all owned, hired, leased, and non-owned vehicles.

(d) Any and all other insurance coverage required by applicable law.

All certificates of insurance shall name the Association and Boca Raton Associates VIII, LLLP, ("Declarant"), and each of their respective affiliates, members, managers, shareholders, partners, officers, directors, agents, employees, heirs, successors and assigns (each, a "Covered Party" and collectively, the "Covered Parties"), as additional named insureds using an additional insured endorsement, shall include a waiver of subrogation against Covered Parties, and such policies shall provide that same are not subject to cancellation, termination or material change without thirty (30) days prior written notice to the Covered Parties. Prior to commencing the Services, Vendor shall provide Association with duplicate copies of all insurance policies containing such coverages or appropriate certificates evidencing such coverages. The amount of insurance contained in any of the insurance coverages shall not be construed to be a limitation of the liability on the part of Vendor or any of its subcontractors. Any type of insurance or any increases of limits of liability not described herein which Vendor requires for its own protection or on account of statute shall be its own responsibility and its own expense.

Notwithstanding the foregoing insurance coverages, and to the fullest extent permitted by law, Vendor hereby agrees to indemnify, defend, save, and hold the Association and the other Covered Parties harmless from and against any and all claims, damages, personal injuries and/or deaths, liabilities, (including strict liability), fines, liens, encumbrances, penalties, losses, judgments, costs, settlements, assessments and expenses (including, but not limited to, attorneys' fees and costs, whether or not a lawsuit is commenced, and if a lawsuit is commenced, at all trial and appellate level proceedings), arising out of, alleged to have arisen out of, or in any way resulting from or in any way connected with this Agreement (including, but not limited to, the entering into of this Agreement) and/or performance of the Services, regardless of whether the claims or damages are caused by an act, omission or default of Vendor, a Covered Party, anyone directly or indirectly employed by Vendor and/or anyone for whose acts Vendor may be liable. Indemnification provided by the Vendor will be for an

Initials HM



UNIVERSAL PROTECTION SERVICE, LLC d/b/a AlliedUniversal Security Services

By: Herbert S. Morency Name :Herbert S. Morency Title :General Manager

Address: 1645 Palm Beach Lakes Blvd, Suite 600, West Palm Beach, FL. 33401

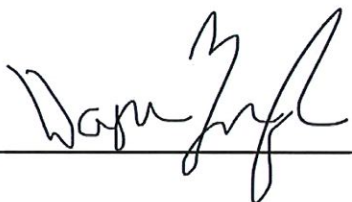
Date:



Controlled Substance Policy Acknowledgement



I, Wayne Zeigler have read and acknowledge the Allied Universal Controlled Substance Policy and disciplinary actions that will be taken if a violation of the policy is committed.

Signature:  Date: 10/16/22



HELIAUS® USA STANDARD Order Form

Branch Location	West Palm Beach	Client Name	Dawn Achvino
Street Address	1645 Palm Beach Lakes, Suite 600	Company Name	Lotus HOA
City /State/Zip	West Palm Beach, FL 33401	Street Address	8190 Paradise Ave
		City /State/Zip	Boca Raton, FL 33496
		Sites Winteam #'s	224810

Service Description	Price Per Month	QTY	Line Total
HELIAUS Device / Monthly Subscription Service Fee of \$199 per device	\$ 199.00	1	\$ 199.00
HELIAUS C1D2 Device / Monthly Subscription Service Fee of \$249 per device			\$ 0.00
HELIAUS C1D1 Device / One Time Fee of \$2,899 per device			\$ 0.00
HELIAUS Portal Only (NO DEVICES) Monthly Subscription Fee of \$249 per site			\$ 0.00
Mobile Bluetooth Driver License barcode scanner / One-time Fee \$259			\$ 0.00
PC/USB Driver License barcode scanner / One-time Fee \$259			\$ 0.00
Mobile Bluetooth Badge and Parking Violation Printer / One-time Fee \$899			\$ 0.00
HELIAUS Patrol Service \$49 per site			\$ 0.00

TOTAL	\$ 199.00
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Client Signature	Dawn Acivino	Date	10/19/2022
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Service Terms: <https://www.ous.com/service-terms>

Allied Universal Representative Signature	Alan Cartledge	Date	10/19/2022
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OUR CORE VALUES

UNITED AS A TEAM FAST, NIMBLE, RESPONSIVE EFFICIENT AND EFFECTIVE
OBSESSIVELY FOCUSED ON RESULTS CLIENT FOCUSED

