BLACKSTONE SECURITY SERVICES, INC. CONTRACT FOR SERVICES CUSTOMARY TERMS AND CONDITIONS

Blackstone Security Services, Inc., hereafter known as "Blackstone", and Paul Ash Management hereafter known as "Client", hereby agree to have Blackstone provide security guard service to the Client at the following location(s):

Cobblestone HOA 3131 East Ina Rd Tucson, Az 85718

Blackstone agrees to provide guard services to the **Client** subject to the following specific terms and conditions:

- 1) Blackstone will provide uniformed guard services at the above stated location, to the specifications set forth by the Client. Blackstone has made no security recommendations, implied or otherwise to the Client. Client has established the Post Orders or security instructions that Blackstone will adhere too. This contract is for the sole mutual benefit of the parties identified.
- 2) Any action of the uniformed guard contrary to or in addition to these duties are done at the guards own initiative and are not part of the contract agreement nor are they to be assumed in the interests of the **Client** or **Clients** ownership.
- 3) Any changes in duties or scope of protection, must be in writing by the Client, and will be effective only when signed by both parties.
- 4) Blackstone agrees to maintain all necessary insurance including workmen's compensation and general liability insurance coverage. Blackstone will maintain or exceed the liability limits set by the Client and maintain coverage with an insurance company rate A+ or higher.
- 5) Blackstone will present invoices for services rendered to the Client. Payment of invoices is due upon receipt. Any dispute or claim regarding said invoices must be sent in writing within seven days from the date of invoice, stating the nature of the dispute or claim with all supporting documentation, or any claim or dispute will be deemed waived.
- 6) Client will be responsible for a late fee of 1.5% of invoice amount per month, of any invoice not paid within thirty (30) days of invoice date, plus all cost incurred for legal and collection expenses of any unpaid invoices, including the costs for legal filings.

Payment terms are NET 30; acceptable forms of payment are: check, ACH or wire. Procurement or credit cards require a fee to process; those charges will be added at the time of processing if they were not negotiated into the rates of this contract.

BILLING RATE:

Patrol rate is: \$35.00 per patrol (Monday-Friday 3 Patrols a day. Saturday-Sunday-1 Patrol per day) \$20.00 additional Resident Property inspection.

Example: If a resident notifies Client that they are going to be away for 6 months, it will reflect a \$20.00 one-time fee for the entire 6 month absence. If said resident notifies client that they are going to be away for 6 months and then return for 1 month and leaves again then that would reflect in another \$20.00 fee

Nine (9) holidays and short notice call out are time and half.

The rates listed above do not take the Affordable Health Care Act (ACA) into account. **Blackstone** reserves the right to open discussion with Client regarding the cost of implementation on a line-item basis

The Hourly Rates quoted above includes all labor, payroll taxes, insurance, fuel, maintenance, communication equipment, training, and all other associated costs (if applicable for your contract).

- 7) Services may be terminated by either party only upon written notice and with proper justification with a fourteen (14) days "Notice of Termination" letter, or upon written notice in the event either party files a petition of bankruptcy.
- 8) Client understands that Blackstone is not an insurer; that if desired insurance may be obtained by the Client through its own insurer, that the sums payable under this Agreement to Blackstone are based upon the value of the services offered and are unrelated to the value of the Clients property of others located in or about the property; that the sums charged by Blackstone are insufficient to guarantee that no loss will occur, that the services are consistent with Client's request as an element of Clients security program, and that Blackstone makes no warranty or guarantee, implied or otherwise, that no loss which the services are designed to help detect or avert. The services provided under this Agreement are solely for the benefit of the Client and neither this Agreement, or any services rendered hereunder shall give rise to, or confer any rights on any third party and Client agrees to indemnify, defend and hold harmless Blackstone against any claims by third parties.
- 9) Both parties agree not to hire the employees of the other for the term of the contract and for six (6) months thereafter.
- 10) The services agreed to are as stated in the onsite Post Orders, as established by the **Client**.

Scope of Work

Nightly Patrol Service:

Will patrol property in a marked security vehicle with warning lights and spotlights to secure unlit areas to ensure there are no unauthorized persons on property. While patrolling, we also look for safety hazards on property. ie: exposed wiring, running water, potential fire hazards, damaged walkways etc.

Hours of Service:

Monday-Friday 3 Patrols per night Saturday-Sunday-1 Patrol per night

Patrols are performed randomly between the hours of 7 pm to 7 am

Residential Inspection:

Residential Inspections will be performed once a night between the hours of 7 pm to 7 am

The inspection will include:

A foot patrol around the home once a night with a drive by patrol two times a night. Will check for any suspicious activity, safety issues or unlisted property damage.

Digital Reporting:

Client will receive digital reports via email daily. This will include photos with detailed reports. These reports will be sent to chosen staff members.

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| Jeanne Croft, Chief Operating Officer | Client Signature |
| For: Blackstone Security Services, Inc. | Printed Name: Alan LaFever, Cobblestone HOA President |
| Dated: | Date: May 13, 2022 |

Gordon Lackenbauer

Cobblestone HOA Vice President

Date: