

Recon Security Solutions, LLC

Contract for Security



Contract for Security

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Agreement for Security Services

This Agreement for Professional Security Services (the "Agreement"), effective January 1 2020, is by and between Recon Security Solutions LLC, a business licensed by the Washington State Department of State, Division of Licensing Services, as Watch-Guard and Patrol Agency, (hereinafter "Recon Security Solutions LLC"), and Ron Woolworth of W&W Everett Investments ("hereinafter Client").

WHEREAS, Client finds that Recon Security Solutions LLC is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that Recon Security Solutions LLC is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1 **SERVICES.**

1.a Services to Client: Recon Security Solutions LLC shall provide the following ("Services") to Client only: The protection of property of the client within the established area(s) of 300 West Marine View Dr Everett WA, not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached "Exhibit A". The terms "protection of property", shall in no way be construed to suggest that Recon Security Solutions LLC is responsible for incidents that occur, which upon acting in good faith, the Recon Security Solutions LLC security guard performs his or her duties as outlined in this contract and according to Recon Security Solutions LLC General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that Recon Security Solutions LLC is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. Recon Security Solutions LLC employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

Nothing shall be construed to suggest that Recon Security Solutions LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

Initial: _____

1.b The terms "protection of property" shall include the listed property in "Exhibit A". The duties of the Recon Security Solutions LLC security guard regarding the protection of property include and are limited to:

- 1- Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client, so long as the property is located within the geographical area of the items listed in "Exhibit A".
- 2- Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that Recon Security Solutions LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

Recon Security Solutions LLC will provide security guards with the qualifications described in section 4 of this agreement.

2 PAYMENT AND INVOICING TERMS.

2.1 Payment for Services: Recon Security Solutions LLC will be paid as follows: The client shall, upon receiving an invoice from Recon Security Solutions LLC, pursuant to section 2.3, make payments in the agreed manner by company check or credit card, payable to Recon Security Solutions LLC. Such payment shall be made bi-weekly, for a period of 14 weeks, which equal 7 bi-weekly payments due in net 10 days from the date of invoice. Unless otherwise arranged in writing.

2.2 Example: Recon Security Solutions LLC will bill the client at a rate of **\$25.00 per billable hour** as agreed by the client and Recon Security Solutions LLC. A service retainer in the amount of **\$9,000.00** shall be paid to Recon Security Solutions LLC by the client prior to commencement of service. Said retainer shall represent and be applied, in advance, to the first two weeks of service. The cost breakdown is as follows:

Actual hourly charge **\$25.00**

2.3 INVOICING & LATE PAYMENT POLICY:

(a) Invoices will be submitted bi-weekly by Recon Security Solutions LLC for payment by Client. Payment is due net ten (10) days from the date of invoice. The client shall be liable for late payments charges for payments received more than 5 days from due date. Said charge is \$35. If your account has any unpaid invoices overdue by more than 10 days you will be notified and Recon Security Solutions LLC may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

Initial: _____

3 CHANGES.

Client may, with the approval of Recon Security Solutions LLC, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or Recon Security Solutions LLC may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by Recon Security Solutions LLC in writing a minimum of at least one week in advance. Changes in scope of work or shift times made less than one week in advance, will incur a charge of \$50.00 to be paid before change is made.

Initial: _____

4 STANDARD OF CARE.

Recon Security Solutions LLC warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the Department of State, have prior to appointment for employment at Recon Security Solutions LLC, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY RECON SECURITY SOLUTIONS LLC CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5 LIMITATION OF LIABILITY FOR LOSS.

5.1 The parties acknowledge that Recon Security Solutions LLC has been retained to provide services to Client as a deterrent against loss and/or damage from criminal and/or other prohibited acts on or about the Protected Premises, and not as an insurer against all or any such loss or damage.

5.2 It is further acknowledged by the parties that the amounts payable to Recon Security Solutions LLC under this Agreement are based upon the value of the services rendered and are unrelated to the value of Client's property, both real and personal, or the property of third parties located in or about the Protected Premises. Client therefore acknowledges and agrees that Recon Security Solutions LLC is making no guarantee or warranty – either express or implied – that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises.

5.3 Client agrees that it will hold harmless and indemnify Recon Security Solutions LLC, its employees, officers, agents and assignees, against all losses and damages to

the Protected Premises suffered by Client or any third party as the result of ordinary or gross negligence and/or any and all occurrences and/or conditions on or about the Protected Premises beyond Recon Security Solutions LLC reasonable control.

Initial: _____

6 MISCELLANEOUS.

6.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Recon Security Solutions LLC may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Recon Security Solutions LLC, in addition to any other rights and remedies available, Recon Security Solutions LLC may partially or totally suspend its performance while awaiting assurances, without any liability.

6.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver: Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor: Recon Security Solutions LLC is an independent contractor of Client.

6.5 Notices: Client shall give Recon Security Solutions LLC written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against Recon Security Solutions LLC, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Recon Security Solutions LLC with respect hereto. If Client fails to give such notice to Recon Security Solutions LLC with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Recon Security Solutions LLC:

12420 292nd ST NE Arlington Wa 98223

If to Client:

Initial: _____

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment: The Agreement is not assignable or transferable by Client, except as agreed by both parties in writing. This Agreement is not assignable or transferable by Recon Security Solutions LLC without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes: Recon Security Solutions LLC and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, Recon Security Solutions LLC and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless Recon Security Solutions LLC and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Non-solicitation of Employees: During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ Recon Security Solutions LLC personnel, without the Recon Security Solutions LLC prior written consent.

6.11 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

Initial: _____

6.12 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Recon Security Solutions LLC respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at anytime by request of the client and agreement by Recon Security Solutions LLC. Such service or services shall be deemed to be consistent with the warranties established herein.

6.13 Force Majeure: Recon Security Solutions LLC shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.14 Term & Termination: This agreement shall remain in full force and effect for a period of no less 12 months, unless otherwise agreed by both parties in writing. Said contract will automatically renew if not cancelled in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of six pages, plus Bid Proposal, having initialed at the bottom of each page, as of the day and year first above written.

Date: Jan. 1st 2020

[CLIENT]

Signature: _____

Title: _____

[Recon Security Solutions LLC]



Signature: Sarah Rammage

Title: Owner / Principal

Authorization to Detain

I, _____ with, _____ here by authorize the security guards provided to us by Recon Security Solutions LLC, to detain any and all unauthorized person(s) found on our property; until the proper authorities arrive to take custody of said person(s) being detained.

Signature: _____ Date: _____

 **OR** 
Must chose one
B sign for consent.
Do Not Detain

I, _____ with, _____ here by DO NOT authorize the security guards provided to us by Recon Security Solutions LLC, to detain any person(s). Guards are to observe and report to local authorities and company contact only.

Signature: _____ Date: _____

MILEAGE REIMBURSEMENT REQUEST

For locations in excess of 25 miles away from Recon Security Solutions LLC office location.
All employees starting location is the RSS office.

Date	Destination or Contract Location/Site	Traveled FROM (City/Town)	Traveled TO (City/Town)	MILEAGE (Round-trip)	Less mileage traveled to the workplace (Round-trip)	Reimbursable mileage
			<u>Marysville</u>			
			<u>Marysville</u>			
			<u>Marysville</u>			
			<u>Marysville</u>			
			<u>Marysville</u>			
			<u>Marysville</u>			
			<u>Marysville</u>			

NAME: _____ RANK: _____

I hereby affirm that all mileage listed above was for travel required, pursuant to my special duties as a security officer, management, support staff or contractor. All Mileage is Qualifying Mileage pursuant to our General Orders.

SIGNED _____ Dated _____

Office Use Only

Approved: Sarah Rammage Amount: _____ Check No: _____
NOT For this contract w/ W&W Everett invest.

Days, Times and Number of Guards:

Monday	24hrs			
Tuesday	24hrs			
Wednesday	24 hrs			
Thursday	24 hrs			
Friday	24 hrs			
Saturday	24 hrs			
Sunday	24 hrs			

Notes:

One unarmed security guard per shift.

24 hours 7 days a week.

Including Holidays (@holiday pay rates)

Locations in question:

This contract covers the entire 55 acres as well as neighboring woody null on south side. This contract covers any and all companies, personnel and equipment within the property limits. Guards to help maintain a "closed to public" private property as well as safety and environmental standards for the property.

Recon Security Solutions LLC Guards are also on site to maintain a 24 hour Fire Watch for said entire property. Fire Watch takes priority over all.

Owner of Recon, Sarah Ramage, to also assist with property management for ease of w&w owner, Ron W.

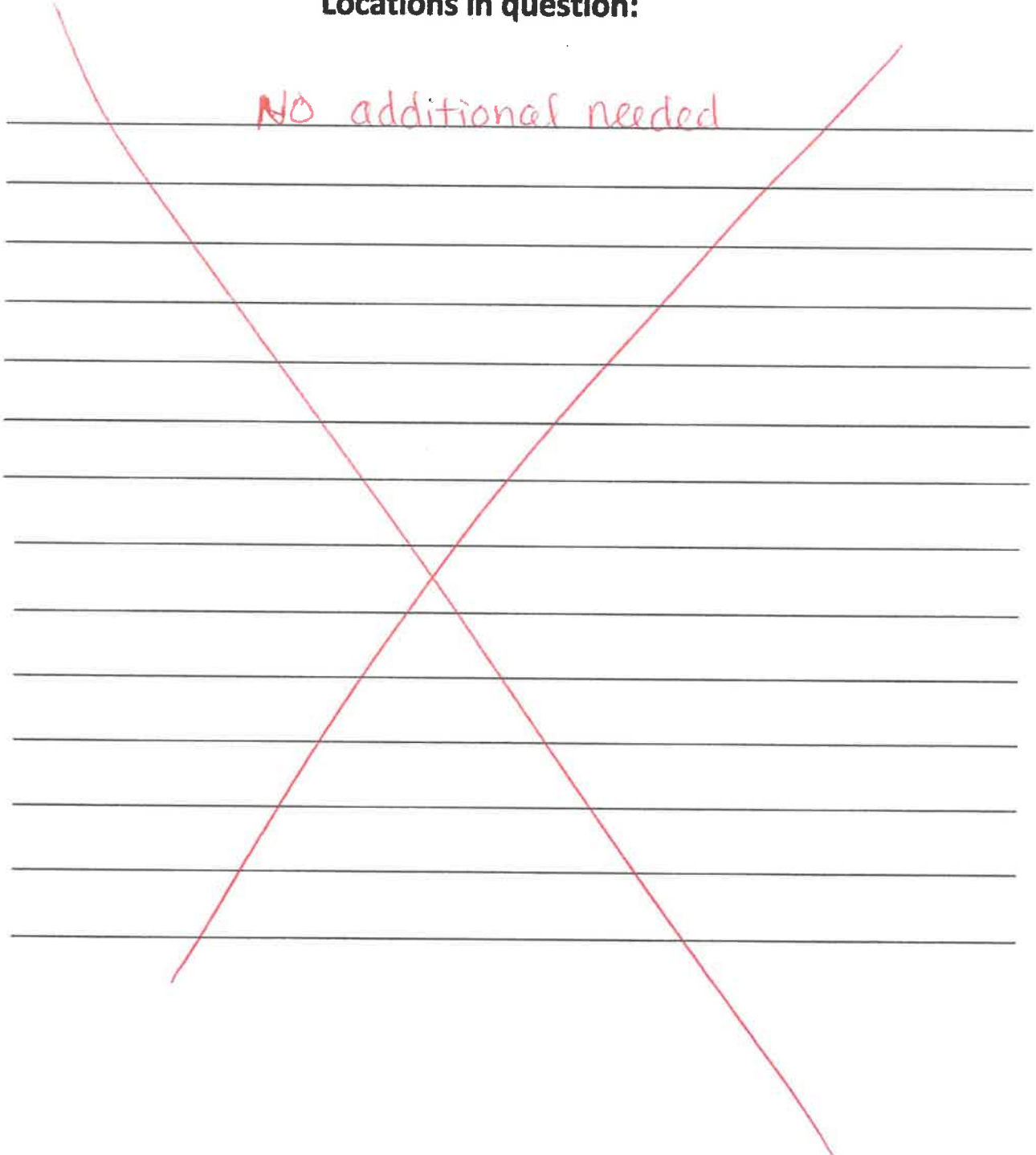
Locations in question:

Locations in question:

No additional needed

Locations in question:

NO additional needed



Locations in question:

No additional needed

Locations in question:

No additional needed

Locations in question:

No additional needed



Amendment for Sale of property



In the event of sale of property at *300 West Marine View Drive Everett Wa*, currently owned by *Ron Woolworth of W&W Everett Investments*, the following shall occur to either continue services on the aforementioned property under new ownership and new contracted agreement with Recon Security Services LLC or to terminate services completely.

Terminate services

A letter of termination of services must be received by Sarah Rammage, Principal of Recon Security Solutions LLC, a minimum of 90 days in advance of termination date.

RSS will continue services until subsequent end date as well as continued to be paid for occurred hours within said amount of time.

Last 30 days of services must be paid in advance of 30 days before termination.

Continue services

Contract, including rate of pay, to be renegotiated between new property owner and Sarah Rammage of RSS within 14 days prior to taking ownership of property.

First payment by new owner also to be made during signing of contract.