

# TERRY INVESTIGATION SECURITY SERVICES, TIS



**Company Name:** Enclave At Naples

Date 01.16.2024

Address 1295 Wildwood Lakes Blvd  
Naples, FL 34104

## **Mission Statement**

We are a customer/client focused company, dedicated to maintaining the highest level of satisfaction possible at a fair and competitive price. Our standards for service and professionalism are unequalled. Our "pursuit of Quality" places our corporate mission and values at the forefront of everything we do. By focusing on exceeding the expectations of our clients, we are driven to deliver excellence in our relationships and services.

I believe you will find this to be a very cost-effective and practical solution to your security needs. Please don't hesitate to contact me at your earliest convenience for answers to any questions you may have or if you need additional information. I look forward in helping or servicing your needs.

Locally owned and operated...

Type of work you do...

More on the experience of the company, owners & employees...

We are a fully licensed and insured company ready to handle any event big or small. Our custom insurance is specially tailored to meet the needs of your business and carries a \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate limits.

## **Operational Capabilities**

1. Professional Security personnel, special event staff, and police officer services available (upon request)
2. Security Personnel special event staff and police officers specifically suited for every security need.
3. Experienced in crowd control, traffic control and crowd management.
4. Capable of providing armed and unarmed security detail
5. Traffic control and Parking

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## Key points of Service

- Customer Service Crowd Management Crowd Control
- Door search staff/security
- Perimeter staff/security
- Roving staff/security
- Parking lot staff/security
- Bodyguard Security

The key to successful security is a professional security staff, but more importantly,

professional management. Our success is due in large part to both our well trained and professional management as well as our professional team leaders. In addition, we ensure that our security, police and event staff are specially trained and selected to meet all your security needs. We are a results-oriented business who guarantees the safety and security of your property, employees, customers and inventory. *\*All cost can be negotiable, pending upon agreement of service contract. SECURITY SERVICES AGREEMENT*

Terry Investigation Security Services will furnish the client with Security Personnel as specified by the Client to render services at location (s) and during hours to be designed by Client as its sole discretion.

## Special Provisions

1. Client will promulgate post orders specific to the location where Terry Investigation Security Services personnel will render security services defining the physical areas of the location to be patrolled by Terry Investigation Security Services personnel. Said post orders will be submitted to Terry Investigation Security Services by the client at least 24 hours prior to the commencement of duty.
2. Any changes by client to the initial site-specific post orders shall be submitted to Terry Investigation Security Services at least 24 hours in advance of the date of implementation so that assigned personnel can be informed of said changes. Should a security officer report for duty in error by client, officer will be sent home and total of (3) hours will be billed to client as services rendered.

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3. Client must report any complaints directly to Terry Investigation Security Services immediately or within 24 hours of the incident or notice to Terry Investigation Security Services Security Manager or it may NOT be considered a complaint.
4. Client must not allow other security companies to work or perform any duties, without first contacting Terry Investigation Security Services Manager or owner via phone or email.
5. Client will designate one point of contact to work with Terry Investigation Security Services Manager for orders, changes, schedules, hours, and any other pending duties needed.
6. Terry Investigation Security Services shall have right to approve any proposed changes to the site-specific post orders which may require performance of services beyond the scope of this agreement. If such changes are proposed, Terry Investigation Security Services reserves the right to increase the hourly rate for services provided to reflect the cost of increased duties and services requested by the Client.
7. Terry Investigation Security Services right of approval extends ONLY to the additional cost of implementing proposed changes in the post orders. Terry Investigation Security Services specifically makes no representation as to the advisability, adequacy, or efficacy of implementing proposed changes regarding improving the security situation at the location involved.

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## **General Provisions**

- 1) The Client must give Terry Investigation Security Services a seventy-two-hour notice for cancellation of any hours the Client has already scheduled with Terry Investigation Security Services. Client will be charged ALL regular scheduled hours if this notice is NOT given in advance.
- 2) The Client may request additional hours of service or any additional security guards needed within in a forty-eight-hour advance of the date such additional service is needed. If less than 48 hours' notice is given, Terry Investigation Security Services will provide the hours or personnel needed if possible and Client will be charged at overtime rate for additional hours or personnel staff.
- 3) Terry Investigation Security Services will have NO obligation to provide services within area under tenants/lessee's control. Terry Investigation Security Services will provide uniformed personnel to deter and report all occurrences of theft, vandalism, accidents, fire, entry of unauthorized persons, or damage to the client's or tenants'/leases' property.

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- 4) Terry Investigation Security Services will enforce adherence to the Client's rules and policies to the extent possible under the law.

Rates: The Client will pay Terry Investigation Security Services the following rates plus all applicable taxes. If the Client is tax exempt under the Internal Revenue Code, then the Client shall provide a copy of the tax exemption form or certificate within 72 hours of executing this contact. Hourly, Overtime rate, Holiday rate, will all be discussed pre signing of any contact allowed.

- 5). Under this agreement, the holidays will be; New Years, Christmas, 4th of July, Labor day, Thanksgiving, Memorial Day, Christmas Eve, Thanksgiving Eve and New Years Eve. Rates will start at 6pm that day.

- 6). The above rates for holidays are agreed upon pre signing of contract and will serve thru out contact until, they are subject to adjustment by Terry Investigation Security Services with written notice to the Client to comply with any changes in any Federal or State law, regulation, ruling, or collective bargaining agreement causing a change in work hours, wages rates, working conditions, or other cost to Terry Investigation Security Services.

\*Disclaimer: Invoices will be submitted to Client weekly/bi-weekly or monthly, pending agreement with Client and are payable within 10 days of invoice date. If there are any discrepancies with invoices submitted for billing, the Client has 48 hours to report and work out an agreement on correction of invoice. If this shall NOT be done it will be considered and agreed by Client as correct invoice and the invoice will be paid in full for services rendered. If payment is NOT received by the specified net 10 days, services are subject to termination by Terry Investigation Security Services. Clients may not modify, change, or skip at any time unless agreed upon or approved by Terry Investigation Security Services owner. Accounts NOT paid within net 10 may be subjected to a 6% monthly finance charge.

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## **Personnel**

- 1) Terry Investigation Security Services will be responsible for unemployment, and similar taxes applicable to its employees. Terry Investigation Security Services is also responsible for workers' compensation benefits to its employees as required by law.
- 2) The Client agrees to defend, indemnify, and hold Terry Investigation Security Services harmless from any claims arising from the alleged negligence of Terry Investigation Security Services, its agents, or employees which result from, or are related to, Client's request for Terry Investigation Security Services personnel to operate any vehicles or operate any machines other than those supplied by Terry Investigation Security Services or assigned or assumed duties other than those agreed upon in writing between the Client and Terry Investigation Security Services
- 3.) If the Client assigns officer duties other than ordinary guard duties as defined by the general or site-specific post orders, the Client hereby assumes complete responsibility for any claims for personal injury or property damage which may arise from the performance of these duties. Client further agrees to defend, indemnify, and hold Terry Investigation Security Services harmless from any claims arising from the alleged negligence of Terry Investigation Security Services, its agents, and/or employees in the performance of these extraordinary duties.
- 4.) The Client bears no expense for basic equipment or uniforms used by Terry Investigation Security Services personnel. Log reports are and will be supplied by Terry Investigation Security Services to its employees and NOT at Client's expense.

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## **Liability Limitation and Indemnities**

- 1) The Client agrees that Terry Investigation Security Services is NOT an insurer and that the amounts payable under this agreement are based upon the value of services offered and not the value of the Client's interest being protected. Client agrees that Terry Investigation Security Services shall NOT be liable for loss of damage to property, protection of employees, residents, or their guests from criminal acts of the third parties. Terry Investigation Security Services undertakes NO liability to the Client and makes no representation, express or implied, that its services will prevent occurrences or their consequences which may result in loss or damage and Terry Investigation Security Services does NOT guarantee protection against ALL contingencies.
- 2) In the event that a lawsuit is brought by any party to this agreement to enforce any of its covenants, terms, or conditions said lawsuit shall be prosecuted and defended in Fort Myers, FL.
- 3) The Client agrees that Terry Investigation Security Services will NOT be liable for failure to perform its duties under this agreement due to any "Act of God" cause beyond Terry Investigation Security Services reasonable economic control.
- 4) If any person, firm, partnership, corporation, or any or any of Terry Investigation Security Services Terry Investigation Security Services for acts or omissions in the performance of its duties under this agreement, Client hereby agrees to indemnify and hold Terry Investigation Security Services harmless for same.
- 5) Client and Terry Investigation Security Services have entered into agreement for their mutual benefits. NO benefit to unnamed third parties is intended, and none is implied under this agreement.
- 6) Contacts NOT signed and dated by Client and Terry Investigation Security Services within 72 hours of date of physical security services will void liability terms in this contract until both signatures are present and dated on ALL contracts. Entire contract is also void if Terry Investigation Security Services does not have Terry Investigation Security Services copy of the contract by the end of 72 hours from start date of physical security service.

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## **Default**

Terry Investigation Security Services may terminate this agreement upon 24 hours prior written notice and exercise such other rights and remedies, as permitted by law, if the Client fails to pay any amount when due, or if any proceeding is commenced, or threatened by, or against the Client under the bankruptcy Codes, or another Debtor's law, or if the Client makes or threatens to take, an assignment for the benefit of creditors, or the Client breaches any of the other terms or obligations contained in this agreement.

## **Termination**

This contract may be terminated without cause prior to date starting contract or within thirty (30) days in written notice by either party. Client will remain responsible for payment for services provided by Terry Investigation Security Services up to and including the effective date of the termination and pay in full all open invoices within 10 days of termination of contract and or services.

## **Miscellaneous**

In the event that Terry Investigation Security Services personnel are required to stay later than their scheduled shift due to an incident or go to the police station to make a statement, or appear in court on your behalf, Client will be charged overtime. Log sheets, incident reports, police reports, or other documents will be supplied to validate the charges incurred at the overtime rate.

## **Entire Agreement and Interpretation**

This agreement constitutes the entire agreement and understanding between the parties. No representations, inducements, promises, or agreement not embodied herein, will NOT be of any force or effect. This agreement will be governed under the laws of the state were executed or that of its performance, and if any provision will conflict therewith, such provision will be interpreted to remove such conflict, so that this agreement, and All its other provisions, will remain in full force and effect.



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A. The covenants and promises contained in this agreement are separate and independent.

B. In the event any section, paragraph, or provision, hereof shall be declared invalid or unenforceable by any court or governmental agency, such invalidity shall NOT affect the validity or enforcement of any other section paragraph or provision thereof. **Authority**

This agreement shall not become binding upon Terry Investigation Security Services until executed by an authorized officer of Terry Investigation Security Services Protection.

**Location For Services:** 1295 Wildwood Lakes Blvd Naples, FL 34104

**Service Date – 01.16.2024**

**Start Date: 01.16.2024 End Date: 01.17.2025**

**Site Hours:**                    hours Weekly/                    hours Monthly

Services	Number of Guards	Hourly Rate	Site Hours	Total Weekly Cost	Total Monthly Cost
Unarmed Security	3	\$28.50	63 weekly	\$1,795.50	\$7,182.00

*\*Sales tax not included*

**Breakdown of service cost:**

Service Schedule:

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## SIGNATURE PAGE

Client: \_\_\_\_\_

LOCATED: \_\_\_\_\_

Client Print Name: LOO SFOSATO

Client Signature: [Handwritten Signature] Date: 1/18/24 \_\_\_\_\_

### Terry Investigation Security Services

Representative Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_