

## **Service Contract**

This agreement is made on January 1, 2019 entered into by and between Lindy Communities (“Managing Agent”), not personally but solely as agent for owner of Property (as defined below)(“Owner”) and Cardinal Point Homeland Security Group (“Contractor”) for Work, as defined in Exhibit A – Scope of Work (“Exhibit A”) to be performed at several properties (the “property”), as defined in Section 2.

**TERM OF AGREEMENT: January 1<sup>st</sup>, 2019 through December 31<sup>st</sup>, 2019**

**Commencement date: January 1<sup>st</sup>, 2019**

**Termination date: December 31<sup>st</sup>, 2019**

### **SECTION 1 RECITALS**

WHEREAS, Lindy Communities has been appointed Managing Agent of the Property and has been authorized by Owner to enter into and administer this Agreement on the Owner’s behalf and solely as agent for owner, and

WHEREAS, Contractor is engaged in providing a service (as defined below) (“Service”) for owners and managers of real estate, and

WHEREAS, Contractor wishes to provide the Service at the Property on behalf of Owner and at the request of Managing Agent, as more particularly described on **Exhibit “A”**.

NOW, THEREFORE, in consideration of the following mutual covenants and promises, the parties hereby agree as follows.

**SECTION 2. AGREEMENT DATA AND CONTRACT INFORMATION****PROPERTY NAME:** See-Exhibit B**PROPERTY ADDRESS:** See-Exhibit B**SERVICE:** Unarmed Asset Protection

Service Provided at the Property is more particularly described on Exhibit "A", an amendment to this Agreement attached hereto and incorporated herein. In the event of any consistency between this description and Exhibit "A", this Agreement will control.

Contractor and Managing Agent hereby agree that Contractor's proposal ("Contractor Proposal") may be attached hereto as Exhibit B – Contractor Proposal, (Exhibit "B") solely for reference purposes. In the event of any inconsistency between this Agreement and Exhibit "B", this agreement will control.

Contractor and Managing Agent hereby agree that the insurance documents required per this Agreement come attached hereto as Exhibit C – Insurance Requirements for Vendors and Contractors, (Exhibit "C"). In the event of any inconsistency between this Agreement and Exhibit "C", the amendment Exhibit "C" will control.

**CONTRACTOR:****NAME** Cardinal Point Homeland Security Group, Inc.**ADDRESS** 141 E. Glenside Avenue, 1<sup>st</sup> Floor  
Glenside, PA 19038**AUTHORIZED REPRESENTATIVE:**

### SECTION 3. PAYMENT AND INVOICING

**3.1 Payment** – Managing Agent will pay for the performance of the Service the amount set forth in Exhibit “A” attached hereto, and said amount to include all applicable taxes, insurance, supervision, overhead and profit, no later than 30 days in arrears.

In the event of any inconsistency between this Section and Exhibit “A”, this Section 3 will control. In addition, in the event of any inconsistency between this Section and the remainder of this Agreement, this Section 3 will control.

Managing Agent will not be required to make any payment to or at the request of Contractor until Managing Agent confirms that the Work Performed by Contractor is complete. Payments made hereunder will not be deemed to be an admission or approval by Managing Agent of the sufficiency or adequacy of the work.

### SECTION 4. TERM AND TERMINATION

**4.1 Term** – Unless otherwise canceled pursuant to the terms of this agreement, the term of this Agreement will commence as of the Commencement Date shown on the first page of this Agreement. No automatic renewal is in effect or implied. This Agreement will expire at the Termination Date as shown on the first page of this Agreement.

**4.2 Termination**

- A. **Termination with Notice to Cure.** In the event Contractor fails to perform any obligation in this Agreement in a manner satisfactory to Managing Agent, Managing Agent may, by written notice to Contractor, specify in detail the nature of the failure to perform and provide thirty (30) days from receipt of written notice for the Contractor to cure the failure. If the failure remains uncured, in the sole opinion of Managing Agent, at the end of the thirty (30) days a 30-day notice to terminate the Agreement takes effect.
- B. **Termination with or without cause.** With or without cause, either party may, by written notice to the other party, terminate this Agreement upon thirty (30) days written notice for any reason or no reason including, without limitation, the sale of the property by Owner.
- C. **Termination with Cause.** In the event Contractor fails to perform any requirement, term, or specification under this Agreement in a manner satisfactory to Managing Agent, then Managing Agent may, without prejudice to any other remedy it may have, upon 5 (five) days written notice to Contractor, terminate this Agreement.

By way of description and not by limitation, the following provides examples of Contractor’s failure to perform that may trigger a notice of Termination with Cause:

- I. Suffer bankruptcy. For purposes of this Agreement, "bankruptcy" will be deemed to occur when Contractor makes an assignment for the benefit of creditor, files a petition in bankruptcy court, voluntarily takes advantage of bankruptcy or insolvency law, is adjusted bankrupt or judicially insolvent, or if a petition or an answer is filed proposing the adjudication of such Contractor as bankrupt, when such Contractor will consent to the filing thereof or 60 days after the filing thereof unless the same will have been discharged, opposed, or denied.
- II. Refuse or fail to supply enough properly skilled workers to complete the Service in a time specified in this Agreement.
- III. Fail to make prompt payment to Contractor's Personnel, hereinafter define, for labor performed on the job.
- IV. Disregard or fail to comply with any Legal Requirements or other laws, ordinances, orders and safety and health regulations relating to the Service or the completion thereof.
- V. Otherwise breach any term, condition or provision of this Agreement, whether said breach is gross negligence or otherwise.

**D. Not entitled to payment beyond Termination.** If Managing Agent terminates this Agreement, Contractor will be entitled to receive full payment under this Agreement only for Service performed before the termination of this Agreement.

## SECTION 5. CONTRACTOR'S DUTIES

**5.1 Contractor's Duties.** Contractor will furnish all labor to perform the Service at the time or times and as more particularly described in Exhibit "A".

**5.2 Contractor's Personnel.** Contractor will provide, at its sole cost and expense, any and all Contractor's Personnel as necessary to perform its duties under this Agreement. It is recognized that Managing Agent will rely upon the skill and judgement of Contractor in providing sufficient and qualified labor in Contractor's Personnel.

Contractor will comply with the following:

- A. Contractor's Personnel who enter Property will be properly licensed to perform the Service and will be well supervised by Contractor.
- B. Contractor's Personnel will be neat, clean, and acceptable to Managing Agent at Managing Agent's sole discretion. Managing Agent may optionally require some or all of Contractor's Personnel to be dressed in a uniform subject to the approval of Managing Agent.
- C. Contractor will, at its sole cost and expense, immediately transfer or release, as Contractor deems appropriate, and of the Contractor's Personnel whom, with or without cause, Managing Agent finds unacceptable (as evidenced by a request from Managing Agent to

remove such individual(s) from the performance of the Service). Any such transferred or released individual will be immediately substituted by Contractor with a substitute qualified individual who meets the requirements of this Agreement.

- D. Contractor will provide, and Contractor's Personnel will carry, an identification card indicated Contractor's name, the name and photograph of the employee.
- E. Contractor will supervise and schedule Contractor's Personnel in performing the Service in accordance with this Agreement, and as more particularly described in **Exhibit "A"** as well as any further Service as requested by Managing Agent.
- F. Contractor is at all times and remains fully and primarily liable for any action of Contractor's Personnel.
- G. Contractor and all Contractor's Personnel, including Subcontractor and Subcontractor Personnel, are required to procure and maintain the insurance coverages outlined in **"Exhibit C: Insurance Requirements for Vendors and Contractors"** for the duration of the contract.

**5.3 Contractor's Agents.** Contractor is at all times responsible for the actions and performance of Contractor's Personnel. The failure of performance by Contractor's Personnel does not relieve, release, or affect in any manner any of Contractor's duties, liabilities or obligations hereunder, and Contractor will at all times be and remain fully and primarily liable hereunder for Contractor's Personnel.

**5.4 Independent Contractor.** Contractor is an independent contractor with respect to the Service to be performed hereunder. Any and all of Contractor's Personnel will not, for any purpose, be considered employees or agents of Managing Agent. Contractor is solely responsible to direct and supervise Contractor's Personnel. Contractor has the sole and exclusive right to hire, fire, and supervise and direct its employees or agents, appoint supervisors or managerial personnel, set compensation and fringe benefits, establish wages, hours and working conditions, pay and remit all withholding taxes, social security, unemployment and other such monies as may become payable as a result of an employer-employee relationship, and in any and every other way manage the working relationship with Contractor's Personnel. Contractor will comply with all employment laws relative to its employees including, but not limited to, wage and hour laws, workers' compensation laws, immigration laws, OSHA-type laws, and any other such monies as may become payable as a result of an employer-employee relationship.

No third-party beneficiary relationship, not any joint employer relationship, is created between Contractor's Personnel and Managing Agent.

**5.5 Damages.** Contractor will be responsible for damages as set forth in Section 6 hereinbelow.

**5.6 Payment of Taxes and Contributions.** Contractor will pay any and all taxes and contributions assessed against Contractor, including but not limited to, unemployment insurance, retirement or pension benefits, pensions and annuities now imposed, or hereafter imposed by any applicable law of any governmental unit, which is measured by wages, salaries, or other remuneration paid to persons employed by Contractor in connection with the Service that Contractor is required to perform and/or has performed under the terms of this Agreement. Upon request of the Managing Agent, Contractor will provide copies of its payroll books and records, including payment instruments.

**5.7 Insurance Requirements.** Contractor and all Contractor Personnel, including Subcontractor and Subcontract Personnel agree to have and maintain the minimum requirements set forth in **Exhibit "C"** entitled "Insurance Requirements for Vendors and Contractors", a copy of which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by Lindy Communities as to form and content. These requirements are subject to amendment or waiver only if approved in writing by Lindy Communities. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

- A. **Failure to Fulfill:** Any failure to fulfill any insurance obligation contained in this Section 5.09 (or in **Exhibit "C": Insurance Requirements for Vendors and Contractors** attached hereto) will constitute a material breach of this Agreement.
- B. **Right to Examine:** Managing Agent will have the right to examine and copy, or to require duplicate originals of at all times during business hours as requested by Managing Agent, all original insurance policies and additional insured endorsements and all other endorsements secured by Contractor.
- C. **Third Party Consultant:** To the extent that Managing Agent, in Managing Agent sole and absolute discretion, designates a third-party consultant to assist in its analysis and verification of Contractor's compliance with the insurance requirements set forth herein, Contractor will cooperate fully with such third-party consultant and will provide such information as is required of Contractor Pursuant to this Agreement.

**5.8 Compliance with Federal, State, and Local Law.** Contractor will comply with all applicable federal, state, city, county and municipal laws, statutes, ordinances and regulations, including without limitation, and licensing, bonding and permit requirements, applicable to this Agreement and the Service to be provided herein ("**Legal Requirements**"). Contractor will be financially responsible for all the foregoing licensing, bonding and permit requirements. If such compliance is impossible for reasons beyond Contractor's control, then Contractor will immediately notify Managing Agent of that fact and the reasons such compliance is impossible. Contractor shall further comply with and give any notices required by any governmental authority including federal, state, city, county, and municipal governmental bodies. In the event of Contractor's failure to comply with any Legal Requirements, Contractor will indemnify Managing Agent in accordance with Section 6.

**5.9 Non-Discrimination.** Contractor, in performing the Service, will not discriminate against anyone because of race, religion, creed, color, national origin, gender, sex, familial status, disability, age, or ancestry, or any other reason set forth in law.

**5.10 Pets.** Contractor acknowledges and agrees that in no event will it bring or permit to be brought by any of Contractor's Personnel any pets or animals of any kind onto the Property, other than assistance animals specially designated to assist disabled persons. This includes but is not limited to, any animal kept in cans, pickup trucks, and/or tied up on Property.

**5.11 Alcoholic Beverages & Drugs.** Contractor Acknowledges and agrees that in no event will it bring or permit to be brought by any Contractor's Personnel, any alcoholic beverages or drugs onto property, whether or not consumed on the Property. Persons consuming any such items on Property will be asked to leave and/or will be immediately removed by Contractor.

**5.12 Community Policies and Rules and Regulations.** Contractor agrees to follow the community policies of Property and the Rules and Regulations, copies of which Contractor hereby acknowledges that it has previously received. Neither Contractor nor Contractor's Personnel will loiter around the leasing office, or in any common area, or in any apartment unit while on Property, except in connection with performing the Service.

**5.13 Checking-in with Managing Agent.** On a daily basis, Contractor will “check-in” with Managing Agent prior to beginning that day’s Service. Furthermore, Contractor will “check-out” daily at the completion of the said day’s Service. Any damage of any nature whatsoever, whether involving bodily injury, death, or damages to personal or private property caused by Contractor or in connection with the Service, must be immediately reported to Managing Agent verbally as well as in written form acceptable to Managing Agent before the end of the day when the said damage occurred.

## **SECTION 6. INDEMNIFICATION**

**6.1 Indemnified Parties.** Notwithstanding anything in this Agreement to the contrary, Contractor hereby covenants and agrees to indemnify, defend and hold harmless Managing Agent and Owner and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the “**Indemnified Parties**”) from and against:

- A. Any claim, liability, loss damages, cost or expense, including, without limitation, reasonable attorneys’ fees, awards, fines or judgements, arising by reason of: (1) Contractor’s default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, directly caused by the negligence or willful misconduct of Contractor, and/or Contractor’s Personnel, or as a result of violations of local, state, or federal laws, statutes, ordinances, regulations, common law or contract. Notwithstanding for foregoing, Contractor shall not be liable for any indirect, incidental, consequential or punitive damages, however arising, incurred but the Indemnified Parties, or by any party claiming by, through or under the Indemnified Parties.
- B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against Managing Agent or Owner that is connected to Contractor in performing the Service as described in this Agreement.

**6.2 Indemnification.** To the fullest extent permitted by law, Contractor agrees to hold-harmless and indemnify the Indemnified Parties, regarding and present, and/or future claims relating to or arising out of the Service and directly caused by Contractor’s negligence or willful misconduct. If a court, mediator, arbitration panel, or other body finds that Indemnified Parties are liable with respect to claims arising out of the Service and directly caused by Contractor’s negligence or willful misconduct, Contractor agrees to compensate Indemnified Parties for any damages awarded against Indemnified Parties. In claims against any person or entity indemnified under this Section 6.2 by Contractor or Contractor’s Personnel, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

**6.3 Release.** Contractor will assume the entire and exclusive responsibility and liability as described above for any activity by Contractor’s Personnel, and will ensure that any of the Contractor’s Personnel, including as the term Contractor’s Personnel is defined, any subcontractor, will indemnify Managing Agent in the same manner as this Agreement requires Contractor to indemnify Managing Agent.

## SECTION 7. CONFIDENTIALITY; TRADEMARKS; AUDIT; SURVIVAL

**7.1 Confidentiality.** The Parties acknowledge and agree that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed to be considered confidential and proprietary information (“**Confidential Information**”). Neither party will disclose the other party’s Confidential Information to any other entity or persons without the prior written consent of the other party. Neither party will: (I) make any use or copies of the Confidential Information except as required to provide services in connection with the Service; (II) acquire any right in or assert any lien against the Confidential Information; (III) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information; or (IV) refuse for any reason to promptly return Confidential Information in its possession (including all copies thereof). The parties shall notify each other promptly and in writing of any circumstances of which either party has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.

**7.2 Trademarks.** Contractor acknowledges that Managing Agent in its role as agent for Owner is the sole and exclusive owner of the respective trademarks, service marks, trade names and logos of Property (together, the “**Marks**”). Contractor agrees that it will not make any use of the Marks except with Managing Agent’s prior written consent. Contractor agrees and acknowledges that it will not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of the Agreement or Contractor’s use of the Marks.

**7.3 Audit.** Contractor agrees upon reasonable request to substantiate that Contractor’s billing is in conformity with the terms of the Agreement and to furnish documents verifying each charge billed to Managing Agent on a time and material basis or to the extent required by law.

**7.4 Survival.** The provisions of this Section 7 will survive the expiration or other termination of this Agreement.

## SECTION 8. LIENS AND ENCUMBRANCES

**8.1 Liens and Encumbrances.** Contractor will not, at any time, suffer or permit any lien or attachment or encumbrance to be imposed by any person, firm or corporation upon the Property or any improvements thereon, by any reason of any claim or demand against the Contractor, Contractor’s Personnel, or otherwise. Contractor hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties (as defined in Section 6 above) from and against any and all costs, losses, liabilities, claims, demands, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising from any lien filed against the Property in connection with any labor, materials, or services furnished by or through Contractor upon or connection with the Property.

A. This indemnity will survive the termination of this Agreement.

## SECTION 10. NON-RECOURSE AGREEMENT

**10.1 Non-Recourse Agreement.** It is expressly understood and agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, Contractor (or any person claiming by, through or under Contractor) will have no personal recourse for the payment or



performance of any obligation under, or for any claim based on this Agreement beyond the interest of Owner in Property. Contractor hereby releases and waives all personal liability of the above-described persons and entities arising from or in any way connected with this Agreement or the Service. A negative capital account of any partner or sub-partner will not be deemed an interest of Managing Agent in Property, and recourse under this Agreement will not under any circumstances extend to any such negative capital account. Contractor acknowledges and agrees that Managing Agent would not have entered into this Agreement without the benefit of the provisions of this Section 10.

## SECTION 11. ENVIRONMENTAL COMPLIANCE

**11.1 No Violation of Environmental Laws.** Contractor represents, warrants and covenants to Managing Agent that Contractor will at no time use or permit Property to be used in violation of any applicable laws, codes and/or regulations, including, but not limited to any laws regarding waste disposal or other environmental laws. Contractor will assume sole and full responsibility for, and will remedy at its sole cost and expense, all such violations, provided that Managing Agent's approval of all remedial actions will be first obtained in writing, which approvals will not be unreasonably withheld. Contractor will at no time use, generate, release, store, treat, dispose of, or otherwise deposit in, on, under, or about Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Managing Agent ("**Hazardous Materials**"), or permit or allow any third party to do so, without Managing Agent's sole and absolute discretion. Contractor's compliance with all applicable laws, codes, and/or regulations will be at Contractor's sole cost and expense. Contractor will pay or reimburse Managing Agent for any cost or expense incurred by Managing Agent, respectively, including reasonable attorneys', engineers', and consultants' fees to approve, consent to, or monitor the above requirements for compliance with applicable laws, codes and/or regulations, including, without limitation, above and below ground testing.

**11.2 Ownership and Removal of Specified Items.** Any and all chemical containers, vessels or other equipment brought onto Property by Contractor will remain the property of the Contractor. Upon notification from Managing Agent, Contractor will cause such items to be removed from the Property and properly disposed of, in accordance with applicable laws, codes, and/or regulations at Contractor's sole cost and expense.

**11.3 Material Safety Data Sheets.** Contractor will provide to Managing Agent any Material Safety Data Sheets ("MSDS") required pursuant to the Occupational Safety and Health Act of 1970 (29 U.S.C. & 651 et seq.) ("OSHA"), as amended from time to time and regulations promulgated hereunder.

**11.4 Owner's Right to Self-Perform.** If Contractor fails to comply with the provisions of this Section #11, Managing Agent will have the right, but not the obligation, without in any way limiting Managing Agent's other rights and remedies under this Agreement, at law, or in equity, to take such actions as Managing Agent deems necessary or advisable to clean up, remove, resolve, or minimize the impact of or otherwise deal with any Hazardous Materials on or affecting the Property due to Contractor's acts or omissions. The cost of exercising all right will be payable by Contractor to Managing Agent upon demand.

**11.5 Presence of Lead or Asbestos Containing Materials (ACM's).** Managing Agent agrees to notify Contractor if Managing Agent is aware prior to the completion of Service of the existence of asbestos, lead, or other hazardous material in any common area, mechanical room, apartment unit, or other place in the building where the Contractor's Personnel are or may be required to perform Service. In the event it should become necessary to abate, encapsulate or remove the foregoing hazardous materials from the building, Managing Agent agrees to be responsible for such abatement encapsulation or removal, and any governmental reporting, and in such event Contractor will be entitled to (I) delay its work until it

is determined to Contractor's satisfaction that no hazard exists; and (II) reasonable compensation for delays encountered.

## **SECTION 12. IMMIGRATION REFORM AND CONTROL ACT, AND OFFICE OF FOREIGN ASSET CONTROL**

**12.1 Immigration Reform and Control Act** Contractor is aware of the requirements and restrictions imposed on it by the Immigration Reform and Control Act of 1986 and will comply with its applicable requirements in performing its obligations. Without limiting the foregoing, Contractor further warrants that it has (1) verified that Contractor's Personnel are legally authorized to work in the United States for the duration of all services provide to Managing Agent; (2) required Contractor's Personnel to complete and execute Sections 1 and 2 of the DHS Form I-9; and (3) processed Contractor's Personnel through Department of Homeland Security Employment Eligibility Verification "E.E.V."

**12.2 Office of Foreign Asset Control** Contractor warrants and represents to Managing Agent that Contractor is not, and will not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transaction or be otherwise associated with such persons or entities.

## **SECTION 13. NOTICES**

**13.1 Notices.** Any written notice made or required to be given by Contractor to Managing Agent will be addressed to the address specified in Section 2. Any written notice made or required to be given by Managing Agent to Contractor will be addressed to the address specified in Section 2.

**13.2 Notice Delivery.** Any and all written notices will be delivered in person, by certified or registered mail, with return receipt requested, or by reputable private courier (e.g., Federal Express, UPS), and will be deemed effective after deposited in the United States Post Office, postage prepaid, and addressed as above provided, or when delivered (or when delivery is attempted). The parties hereto may, by notice in writing, designate another address to which notice will be given pursuant to this Agreement.

## **SECTION 14. MISCELLANEOUS**

**14.1 Waiver.** No provision of this Agreement will be deemed waived unless waived in writing by the party benefitted by such provision. Any failure of Contractor or its insurer to comply in full with any provisions of this Agreement and any failure by Managing Agent of any contractual right hereunder, unless such waiver is in writing and signed by Managing Agent.

**14.2 Severability.** In the event that any provisions of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof will remain in full force and effect.

**14.3 Amendments.** This Agreement may be modified only in writing signed by the parties.

**14.4 Choice of Law.** The laws of the State of Pennsylvania, as well as the local laws of the county and municipality wherein the Property is located, will govern this contract.

**14.5 Advice of Consultants.** Contractor represents that it has reviewed this Agreement, including all exhibits (including, without limitation, the Scope of the Work to be performed pursuant to this Agreement) with attorneys, accountants, advisors, and such other consultants of Contractor as Contractor deems necessary and appropriate. The parties agree that the fact that one or the other has drafted and prepared this Agreement will not result in any provision of this Agreement being constructed against such drafting party.

**14.6 Time of the Essence.** Time is of the essence with respect to the performance of all obligations under this Agreement.

**14.7 Entire Agreement.** All negotiations and agreements are merged herein, and there are no provisions, covenants, or other agreements between the parties other than those contained herein or incorporated herein by reference. This agreement between the parties hereto with respect to the subject matter hereof.

**14.8 Rights of Enforcement.** The parties agree that despite the fact that Owner and the Indemnified Parties are not signatories to this Agreement, the Owner and the Indemnified Parties will have an independent right to enforce the indemnification (Section 6) and any other provisions of this Agreement that are for the express or implied benefit of such parties. Except for the Indemnified Parties, the parties acknowledge that there are no third-party beneficiaries of this Agreement.

**14.9 Force Majeure.** Under no circumstances, will either party be liable for any loss damage, or delay due to any cause beyond either party's reasonable control including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, or act of God.

**14.10 Limitation of Liability.** Under no circumstance will Managing Agent or Owner be liable for any special indirect, liquidated, consequential or any other type of damages of any kind. Damages are limited to direct damages and capped by the amount of compensation Contractor is to receive pursuant to the Agreement.

**14.11 Sale of Building.** In the event during the term of this Agreement, Property should change ownership, Managing Agent in its role as agent for Owner may assign the contract as part of the sale. Notwithstanding the above, as set forth in Section 4.02(B), Managing Agent will have the right to cancel the contract upon sale by providing thirty (30) days written notice of termination.

**14.12** Contractor will reimburse Managing Agent for any claims from US Security Care, Inc. for engaging with Contractor and for using any of the personnel previously employed by US Security Care, Inc.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the date set forth above.

(Managing Agent) LINDY COMMUNITIES, solely as Agent for Owner

By:

Signature:

Title:

Brian Kroker  
Brian Kroker  
C.O.O.

Cardinal Point Homeland Security Group,

Authorized signatory:

By: (printed name)

Signature:

Title:

**Exhibit C:  
Insurance Requirements for Vendors and Contractors**

Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance for the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**A. Worker's Compensation and Occupational Disease Insurance**

Worker's Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$500,000
Employers Liability Disease – Each Employee	
Employers Liability Disease – Aggregate	

Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities

**B. Commercial General Liability (Occurrence Form)**

Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Contractor sublets to another, all or any portion of the work, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C".

**C. Commercial Automobile Liability Insurance**

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage	\$1,000,000
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**D. Umbrella/Excess Liability Insurance**

Coverage must include the following minimum limits:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

**If the Vendor/Contractor maintains higher than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.**

***Additional Insured Status***

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

***Primary Coverage***

For any claims related to this contract, the Vendor's/Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.

Vendor/Contractor's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

***Waiver of Subrogation***

Vendor/Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said vendor/Contractor may acquire against Lindy Communities by virtue of payment for any loss under such insurance. Vendor/Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by Lindy Communities. Lindy Communities may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating ([www.ambest.com](http://www.ambest.com)) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

***Verification of Coverage***

Vendor/Contractor shall furnish Lindy Communities with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit C. All certificates and endorsements are to be received and approved by Lindy Communities before work commences. Failure to provide the required documents prior to the work beginning is not constructed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor/Contractor shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

***Subcontractor's***

Vendor/Contractor shall require and verify that all Subcontractors and Subcontractors Personnel maintain insurance meeting all of the minimum requirements stated herein, and Vendor/Contractor and Lindy Communities, its offices, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor's CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the subcontractor's insurance at least as broad as ISO Form CG 20 38 04 13.

**By signing below, Vendor/Contractor agrees to be bound by all of the above requirements.**

\_\_\_\_\_  
MANAGING AGENT  
LINDY COMMUNITIES



\_\_\_\_\_  
Brian Kroker, COO

\_\_\_\_\_  
CARDINAL POINT HOMELAND  
SECURITY GROUP

\_\_\_\_\_  
Christopher Springfield, CEO/President

1/9/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit B**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Encompass Risk Solutions 1410 W. Street Rd Suite C Warminster PA 18974		<b>CONTACT</b> NAME: Tisha O'Donnell PHONE: (JAC No Ext): 215-874-3003 FAX: (JAC No): 215-874-3033 E-MAIL: DL-APNE-Warminster-ERS-Certs@assuredpartners.c ADDRESS: DL-APNE-Warminster-ERS-Certs@assuredpartners.c	
<b>INSURED</b> Cardinal Point Homeland Security Group, Inc. 141 E. Glenside Avenue Glenside PA 19038		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lloyd's Syndicate 3624 (Hiscox) INSURER B: Granite State Insurance Company 23809 INSURER C: WILSHIRE INS CO 13234 INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 585876265

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			B1234HISINC2018	12/27/2018	12/27/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOD AGG \$2,000,000 Professional Liab \$ included COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B1234HISINC2018	12/27/2018	12/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BINDER123118	12/31/2018	12/27/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 XS GL \$ X PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	APP3519400	12/5/2018	12/5/2019	E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Lloyds A11N AA1120098 AM Best 049259. GL includes blanket waiver of subrogation and additional insured where required by written contract. Excluded Professional Services - Based upon or arising out of your performance of or failure to perform the following services: security services when performed for any HUD facility, Section 8 Housing, and/or low income housing projects. Excess Liability excludes work performed for airports.

## CERTIFICATE HOLDER

## CANCELLATION

For Information Only . . . .	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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**Exhibit "A"**  
**STATEMENT**  
**OF WORK**

**General Information**

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1. ***Billing information as follows:***  
**Brian M. Kroker**, Chief Operating Officer  
Lindy Property Management Company - Corporate Office  
309 York Road; Suite 211 / Jenkintown, PA 19046  
267-300-6773  
[bkroker@comehometolindy.com](mailto:bkroker@comehometolindy.com)  
[www.comehometolindy.com](http://www.comehometolindy.com)
2. Conduct security operations at **8440 Limekiln Pike, Wyncote, PA 19095**, located at **Towers at Wyncote for Lindy Communities** utilizing unarmed security officers.
3. The security operation shall begin on Saturday February 23, 2019 at midnight. The front gate will be staffed 24 hours a day 365 days per year continuously, the Rover will be staffed 8 hours per day 365 days per year, the Towers will be staffed on an "as-needed" basis for approximately 144 weekly hours.
4. Security operations may extend beyond normal operating hours if warranted by police involvement due to incident or apprehension.
5. Security officers will follow all established post orders. Concierge will wear a Navy-Blue Blazer, black trousers, white collared shirt & Tie. Gate and Rover personnel will wear a police style uniform. Rovers will perform a vehicle patrol of property in accordance with established post orders.

**Deliverable(s)**

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Client will be informed in writing in the event of an incident that involves the police, fire or EMS.

**Performance Period**

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All work is to begin on the date specified by the Client. Security operations are to be performed within the abovementioned time period, unless extended at the Client's request.

**Billable Rates and Payment Terms**

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1. Concierge are billed at a rate of \$17.00 per hour, per officer. (4-hour minimum for shifts)
2. Gate personnel are billed at a rate of \$17.00 per hour, per officer. (4-hour minimum for shifts)
3. Roving personnel are billed at a rate of 18.00 per hour, per officer. (4-hour minimum for shifts)
4. Vehicle is billed at a monthly rate of 785.00. Lindy Communities will determine if they wish to utilize a contractor supplied vehicle.
5. Payment for services is due 30 days after the date of invoicing.

**Conditions**

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Above prices are valid for 30 days from the date of execution of this Statement of Work. Cardinal reserves the right to negotiate additional fees for services rendered above and beyond those enumerated herein. All material utilized above during the performance of the services set forth herein and any travel, lodging and meals will be billed as pass through expenses.

IN WITNESS WHEREOF, the parties have executed this SOW the day and year first above written.

Lindy Communities

By: 

CLIENT: Brian Kroker, COO

Cardinal Point Homeland Security Group:

By:

Christopher Springfield, President  
Cardinal Point Homeland Security Group, Inc.  
12/28/18

