



AGREEMENT FOR SECURITY SERVICE

This Agreement for Professional Security Services (hereinafter the "Agreement"), effective [date] 7/6/2023, is by and between STRIDER SECURITY, LLC and/or its DBA, Varangian Consulting UT, a domestic Limited Liability Company licensed by the Utah State Department of State, Division of Licensing Services, with its principal office at 1675 N Freedom Blvd Suite 5A, Provo, UT 84604 (hereinafter "Strider"), and [Client name] Cedar Pointe HOA/River Rock Apartments with its principal office at [Client address] 731 S 300 E Salt Lake City, UT 84111 (hereinafter "Client").

WHEREAS, Client finds that Strider is willing to perform contract security work as described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that Strider 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

1a. Services to Client: Strider shall provide the following services to Client only: the protection of property of Client within the established area(s) of

[Client name and city] Cedar Pointe HOA/River Rock Apartments, Salt Lake City, UT, 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 term "protection of property" shall in no way be construed to suggest that Strider is responsible for incidents that occur, which, upon acting in good faith, the Strider officer performs his or her duties as outlined in this contract and according to the General Orders, and the incident occurs as a result of an unforeseen circumstance, upon the reliance by a third party, or is not covered by this agreement, and that the Strider officer is responsible for the protection of his or her life or property or any other duties contained in this agreement to the Client. Strider officers will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter it.

Nothing shall be construed to suggest that Strider and its employees, agents, or officers are compelled, required, contracted, or willing to protect the life or lives or property of persons, unless specifically listed in this agreement.

1b. Protection of Property: The term "protection of property" shall include the listed property in "Exhibit A". The duties of the Strider officer regarding the protection of property include and are limited to:

- a) Providing a visible deterrent for property crimes and crime against the Client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, criminal trespass, and 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".

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2066 S 950 E Suite A
Provo, UT 84606

Scott Campbell, Owner
(801) 205-6254
Scott.Campbell@StriderSecurity.com

Company Contact:
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www.stridersecurity.com



b) Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that Strider and its employees, agents, or officers are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

Strider will provide security officers with the qualifications described in section 4 of this agreement.

**2. PAYMENT AND INVOICING TERMS**

**2a. Invoicing for Services:** Strider will bill the Client **[\$] 45 – 48.00 per billable standard hour/ based on officer pay** as agreed upon by the Client and Strider. Danger Pay: Officer interactions with an armed/physically violent offenders Rate shall be double-time (\$90.00 hr) with a 2 hour minimum. (Applicable Incident reports and Law Enforcement Case Numbers will be provided to management immediately in such cases. This does not include threats or verbal-only encounters).

Invoices will be submitted **[weekly] or [in-advance]** by Strider for payment by the Client via email.

**[Email address] cedarpointemgr@newearthres.com**

**2b. Holiday Rates:** Client agrees to pay the standard rate of time and one half for recognized federal holidays. In such event, the billing rate will be **[\$]67.50 - 72.00** per billable hour.

**2c. Minimum scheduled shift and/or Billable period is 4.0 hours.**

**2.d Officer Shift Pass-down periods:** On sites where officers are required to pass key information from one officer to another (ie one officer is departing, and another officer arriving on shift.) The client shall be responsible to pay reasonable time for officers to communicate information to each other in order to maintain site safety, security, and information/reporting.

**2e. Payment of Services:** The Client shall, upon receiving an invoice from Strider, pursuant to section 2a, make payments in the agreed manner by company check, EFT, Quickbooks, or cashier’s check payable to **STRIDER SECURITY LLC** or STRIDER SECURITY LLC’s **DBA Varangian Consulting UT** for Varangian Executive Service projects.. Such payment shall be made **[weekly] or [in-advance]**, for the duration of the services rendered. Payments are due upon receipt of invoice and may require a nominal fee for processing, to be paid by the client.

**2f. Payment Location:** Payments are to be mailed to: Strider Security LLC - Accounting Office, 1675 N Freedom Blvd Suite 5A, Provo, UT 84604.

**2g. Service Retainer:** A service retainer will be required. Service retainer will be for 2 weeks of service, at \$75/hr for each officer. (2 person coverage available as needed). Two weeks of coverage for one officer at \$75.00/hr will be \$25,200.00, + \$2,000.00 for body armor, + \$2/hr for marked vehicle for the first 2 weeks will be \$672.00

**Total Cost for Service Retainer: Armed Services + Body Armor + Vehicle = \$ 27,872.00**

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**2h. Non-Sufficient Funds/Bounced Payments Policy:** NSF/Bounced payments will be subject to an additional fee of \$500.00 or 10% of invoice (whichever is greater) in addition to recoupment of any and all bank fees, legal fees, charges, expenses, or damages incurred by Strider due to processing of a Client's NSF payment. Furthermore, any future payments from a client who has performed an NSF payment will be made via cashier's check (or other confirmed payment format). These payments will also be due in advance and in full (based on the proposed security schedule for the upcoming time period).

**2i. Late Payment Policy:** Payment is due upon receipt of invoice. A Grace Period will be granted to the Client for seven (7) days. The Client shall be liable for late payment charges for payments received after the due date, or after the Grace Period, if a Grace Period has been established. Said charge is \$35 per day that payment is overdue. If Client's account has any unpaid invoices overdue by more than seven (7) days, Client will be notified, and Strider may opt to discontinue service. Failure to pay any invoice within fifteen (15) days of the due date may 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.

**2j. Annual rate adjustment** will be an automatic increase of the greater of 5%, or the reported Annual Inflation rate (based on U.S. Labor Dept. Statistical Data from most recent reporting date), at the beginning of each annual renewal to the hourly billable rate.

**2k. Credit Card Payments:** Credit Card payments will be subject to an additional 3% processing fee.

**2l. Collections on delinquent accounts.**

I. Binding Statement\* TERMS AND CONDITIONS: All accounts turned over to a collection agency will be charged an interest rate of 18% per annum until paid in full (1.5% per month). The undersigned agrees to pay an additional service charge of \$20 for each check or instrument tendered but returned unpaid. In the event any balance is not paid as agreed, the undersigned agrees to pay a collection fee not to exceed 40% of the unpaid balance, as allowed by Utah Code Annotated, sec. 12- 1-11. In the event a lawsuit is brought to collect the unpaid balance, the undersigned further agrees to pay all other costs of collection, court costs and reasonable attorney fees, in addition to, the collection fee, and other damages as prescribed by law. The terms of this paragraph shall apply to all amount(s) incurred by me or by any individual whom I have legal responsibility whether such amount(s) are incurred today or after today. You have provided us with the following cellular number(s) 385-229-4118 and the following email address(s) cedarpointemgr@newearthres.com. By signing below, you understand and agree you are providing us and its affiliates, agents and service providers with your express consent to use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems about the services, goods or loans provided to you today or in the future.

II. Jurisdiction and Venue\* – this clause may be used to bring consumers to the State of Utah for any possible legal matter JURISDICTION AND VENUE. The terms and conditions contained within this agreement shall be governed by the laws of the State of Utah and shall be construed and interpreted in accordance with those laws. Any action or

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proceeding brought by either party which is based upon or derived from, or in any way related to this agreement, shall be brought in a court of competent jurisdiction within the state of Utah. The parties hereto consent to their personal jurisdiction of said court.

III. Personal Guarantee/Liability For Commercial Accounts\* – this clause may be used on commercial accounts to have the person signing contract become personally liable for the account) Further, the undersigned personally guarantees to pay for all costs incurred as stated above.

### **3. CHANGES**

Client may, with the approval of Strider, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work, or Strider may be directed to change the direction of the work covered by "Exhibit A", consistent with all applicable laws, but no change will be allowed unless agreed to by Strider in writing.

### **4. STANDARD OF CARE**

Strider 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, and have, prior to appointment for employment at Strider, 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 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. LIABILITY**

**5a. Remedy:** Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Strider, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Strider is at fault, or (ii) return to Client the fees paid by Client to Strider for the particular service provided that gives rise to the claim. Client agrees that it will not allege that this remedy fails its essential purpose.

**5b. Survival:** Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

### **6. INSURANCE**

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Strider shall cause to be issued before any Services are commenced and maintained in force during the performance of the Services, at its sole cost and expense, the below listed minimum coverages from underwriters reasonably acceptable to Client and admitted to do business in Utah:

- a) **Worker's Compensation Insurance**, including occupational illness or disease coverage, or other similar social insurance in accordance with the laws of Utah and including Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident. Strider will provide Client with proof that Strider's Worker's Compensation Insurance fulfills the requirement of the State of Utah as follows: (i) an endorsement from Strider's insurance carrier that states the Worker's Compensation Insurance policy covers Utah employees for incidents occurring in Utah; or (ii) proof of a Utah Worker's Compensation policy;
- b) **Commercial General Liability Insurance** for the benefit of Client written on a project specific basis and on an occurrence form (Coverage shall be applicable to all Services including Contractual Liability, blanket liability coverage all with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate);
- c) **Commercial Automobile Liability Insurance**, including coverage for owned, non-owned, and hired vehicle for both bodily injury and property damage and containing appropriate no fault insurance provisions or other endorsements in accordance with the laws of Utah, with limits not less than \$1,000,000 per accident with respect to bodily injury, property damage, or death.

All policies of insurance that this Agreement requires Strider to maintain shall:

- a) provide that, without thirty (30) days' prior written notice to the Client, they may not be changed so as to materially reduce coverage, canceled or non-renewed;
- b) be primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by any additional insured's;
- c) with the exception of worker's compensation/employer liability insurance, be endorsed to name the following as additional insureds: Client and Client's parent company;
- d) as to policies required by this Agreement to name additional insured, provide for severability of interests or cross liability as to all insured (whether named or otherwise); and
- e) issued by insurance carries reasonably acceptable to Client.

## 7. MISCELLANEOUS

**7a. 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, Strider 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 Strider, in addition to any other rights and remedies available, Strider may partially or totally suspend its performance while awaiting assurances, without any liability.

**7b. 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

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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.

**7c. Modification and Waiver:** Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

**7d. Independent Contractor:** Strider is an independent contractor of Client.

**7e. Notices:** Client shall give Strider 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 Strider, 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 Strider with respect hereto. If Client fails to give such notice to Strider 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 Strider:

**1675 N. Freedom Blvd Suite 5A  
Provo, Utah 84604**

If to Client:

**[Client name Cedar Pointe HOA / River Rock Apartments**  
**street address 999 18<sup>th</sup> Street #1120S**  
**city, state, zip] Denver, CO, 80202**

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.

**7f. 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 Strider without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

**7g. Disputes:** Strider 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

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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, Strider and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless Strider 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.

**7h. 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.

**7i. 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 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.

**7j. 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 Strider's personnel, without Strider's prior written consent.

**7k. Governing Law and Construction:** This Agreement will be governed by and construed in accordance with the laws of the State of Utah, 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.

**7l. 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 Strider 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 any time by request of the Client and agreement by Strider. Such service or services shall be deemed to be consistent with the warranties established herein.

**7m. Force Majeure:** Strider 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.

**7n. Term & Termination:** This agreement shall remain in full force and effect for a period of no less than one (1) year, unless otherwise agreed by both parties in writing. Said contract will automatically renew if not cancelled in accordance with this agreement. Notwithstanding the foregoing, either party may terminate with thirty (30) days written notice.

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**7o. Special Contract Period:** Should the scope of work originally agreed upon at beginning date of service change or increase significantly due to client needs, requests and/or changes (ie. Addition of new building in an office/business complex to secure/patrol). Or Changes to environmental, socio-economic (ie. Hyperinflation of required supplies/gasoline etc.) , or socio-political changes (ie. increased crime/danger rate due to government or social unrest), Strider Security reserves the right to generate a new threat/vulnerability/cost assessment to revisit and adjust the contract terms and agreement accordingly with the client’s knowledge, during a term of less than one year.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of seven pages, plus "Exhibit A", having initialed at the bottom of each page, as of the day and year here noted.


7/6/2023  
Date

[Client representative name Adrian Reyes and/or Dakota McDaniel  
business name Cedar Pointe HOA/River Rock Apartments  
address 731 S 300 E Salt Lake City, UT 84111  
phone number] 385-229-4118

  
Signature

Dakota McDaniel Printed Name      District Manager Title (if applicable)

Scott R. Campbell, Owner  
Strider Security, LLC  
DBA Varangian Consulting UT  
1675 N Freedom Blvd Suite 5A  
Provo, UT 84604  
(385) 477-6200

  
Signature: Scott Campbell – Owner

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EXHIBIT "A"

This breakdown of Professional Security Services (the "Agreement"), effective [start date] 7/6/2023 is by and between:

STRIDER SECURITY, LLC DBA Varangian Consulting UT with its principal office located at:  
1675 N. Freedom Blvd Suite 5A  
Provo, Utah 84604

and:

[Client name] Cedar Pointe HOA/River Rock Apartments, with its principal office located at:  
[Client street address, 999 18<sup>th</sup> Street #1120S  
city, state, zip] Denver, CO 80202

for services rendered at:

[Client name] Cedar Pointe HOA/ River Rock Apartments  
[Client street address, 731 S 300 E  
city, state, zip] Salt Lake City, UT 84111

The cost of the service is [agreed upon for normal service \$ amount] \$7,560.00 - \$8,064 for regularly-scheduled and ongoing posts and patrol services. (Additional costs will apply to seasonal posts, extra requested posts, and/or emergency/alarm responses.)

A service retainer will be required for this project: Service retainer will be for 2 weeks of service, at \$75/hr for each officer. (2-person coverage may be available as needed). Two weeks of coverage for one officer at \$75.00/hr will be \$25,200.00, + \$2,000.00 for body armor, + \$2/hr for marked vehicle for the first 2 weeks will be \$672.00.

**Total Cost for Service Retainer:** Armed Services + Body Armor + Vehicle = \$ 27,872.00

**It is anticipated that rates will go to the normal duty rate after 14 days of service.**

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POST BREAKDOWN

Post # 1 or Patrol

Beginning [start date] 7/6/2023 and continuing thereafter. The contract may be terminated by either party with a 30-day notice.

Security personnel required include:

[number and type of officer] 1 Armed Security Officer (up to 2 as needed)

The detailed schedule for this post is:

Sunday	[time] 0000	to	[time] 2400	[total hours] 24
Monday	[time] 0000	to	[time] 2400	[total hours] 24
Tuesday	[time] 0000	to	[time] 2400	[total hours] 24
Wednesday	[time] 0000	to	[time] 2400	[total hours] 24
Thursday	[time] 0000	to	[time] 2400	[total hours] 24
Friday	[time] 0000	to	[time] 2400	[total hours] 24
Saturday	[time] 0000	to	[time] 2400	[total hours] 24

The total scheduled time for this post is: [total hours] 168\_hrs per week\*

The anticipated normal cost of service for this post is: [\$]7,560-8,086 @ [\$] 45.00 – 48.00 per hour\*

\*Rates change for emergency, and holiday coverage

\*Marked Security Vehicle may be provided at an additional rate of \$2.00 per hr.

\*\*Due to the dynamic environment of the River Rock Apartment property, its' residents, and the surrounding community: Strider Security Management and New Earth Residential management shall coordinate and adjust coverage times, and levels of coverage as needed on a regular basis, and/or on an emergency basis as circumstances require and as required to meet the needs of the community.

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**POST ORDERS:**

[enter post orders] Enhance security measures to safeguard onsite capital investments. Establish proactive policies and procedures to prevent theft, vandalism, and unauthorized access. Foster a sense of safety and well-being within the community. Build strong community relations and encourage active participation in security initiatives. Demonstrate highly visible presence through constant patrolling of property. Actively identify and remove trespassers and vagrants from property. We will provide the residents with the Dispatch Patrol number for our company to be reached 24/7. Provide highly engaged crime prevention through physical presence and active deterrence. Provide up to date intelligence on community activity and property needs for site management. Please list any additional post orders and or instructions for our team below:

Lined area for entering post orders and instructions.

**NOTE:** Client may request (with 24 hours' notice) additional hours and/or weekend hours, over and above those specified herein, which hours will be worked, tracked, and billed accordingly and at the same hourly rate. Client may also request extensions to the contract (with 7 days' notice), which additional hours will be worked, tracked, and billed accordingly and at the same hourly rate.

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