

AGENDA
I'ON ASSEMBLY BOARD OF TRUSTEES MEETING
April 26, 2012 6:00 PM
Executive Session for Board of Trustees starts at 5:30 PM

- I) Call to Order**
- II) Homeowner Forum**
- III) Reading and Vote to Approve Previous Meeting Minutes**
 - a) March 22, 2012 Minutes
- IV) I'On Trust Report**
 - a) I'On Trust Update
- V) Communications Report**
 - a). Signage
 - b). Newsletter
 - c). Directory
 - d). Communications Steering Committee
- VI) Landscape/ Infrastructure; Vice President's Report**
 - a) Report from Landscape Committee
 - b) Report from Infrastructure Committee
 - 1. Crosswalk Proposal Update
 - 2. Amenity Field Maintenance
- VII) I'On Company Discussion**
- VIII) Treasurer and AMCS Report**

Activity Summary as of **3/31/12**

Operating Accounts

- 1) Fidelity Operating Excess \$ 39,928.99 Money Market
- 2) RBC Centura Bank – Operating \$ 389,709.43 NO CD
- 3) Capital Bank \$ 151,006.42 Money Market

Reserve Accounts

- 1) Harbor CD 2000343 \$ 33,992.03 7/24/12 .80%
- 2) Harbor CD 2000354 \$ 34,054.88 5/13/12 1.98%
- 3) Harbor CD 2000720 \$ 32,888.40 3/31/12 1.30%
- 4) Harbor CD # 2000759 \$ 66,428.35 5/18/12 1.44%
- 10) Crescom CD# 0700 \$ 150,000.00 10/15/12
- 12) Ameris CD # 9113497189 \$ 35,958.39 6/01/12 1.63%
- 13) Ameris CD # 9112945219 \$ 30,639.49 3/01/12 1.42%
- 14) Ameris CD # 9112016130 \$ 35,950.72 11/01/12
- 15) Comm.1st CD#0280005429 \$ 92,482.93 5/18/12 2.23%
- 16) Capital CD#6027917 \$ 61,485.86 6/04/12 1.90%
- 17) Capital CD#6027918 \$ 37,881.18 6/04/13 2.10%
- 18) RBC Money Market \$ 105,909.20

19) Harbor National Reserves \$ 294,706.10

- a) Aged Owner Balances
- b) Work Orders
- c) Violations/Compliance

IX) IDC Committee Comments

- a) Construction Hours

X) Amenities and Trust Liaison Report

XI) External Relations Comments

- a) Meeting with Officer Bryce Gregory

XII) Parliamentary Report

- a) CAI Conference

XIII) President's Report

- a) Paddleboarding Classes
- b) Security Providers – Signal 88 Proposals
 - 1. Summary of Services
 - 2. Proposal 1
 - 3. Proposal 2
 - 4. Proposal 3
- c) Creek Club Issues
- d) Phase 11
- e) Board Training
- f) Potential By-Laws Amendment: Revision of Board Member Terms

XII) Adjournment

NEXT MEETING:
May 24, 2012 at 6PM
Real Estate Office Upstairs Conference Room

I'On Trust Report for the I'On Assembly HOA Board Meeting April 26, 2012

May is the Month for Concerts!

Concert on May 5th – in the Amphitheater at Westlake – featuring the nationally renowned **Taylor Festival Choir**, led by Dr. Robert Taylor. The choir will celebrate “All Creatures Great and Small” with a unique and fun concert themed around animals. I'On neighbors and guests are invited to come and to bring pets, along with chairs or blankets and snacks and beverages of your choice. The concert is free, but the choir will appreciate donations of \$15 when the hat is passed. Part of the proceeds will benefit the Charleston County SPCA. The program will begin at 4 p.m.

Concert on May 17th – at the home of Barbara Wade, 43 Krier Lane – featuring the final I'On performance this season of **Chamber Music Charleston**. The concert will focus on “The Art of the String Quartet.” Two masterworks will be performed – Haydn’s “Rider” String Quartet, composed in 1793, and Bartok’s String Quartet No. 2, composed in 1917 and considered to be among the best works written for the string quartet repertoire. Musicians will include violinists Frances Hsieh and Nonoko Okada, violist Ben Weiss, and cellist Timothy O'Malley.

Tickets for this event went on sale on Monday, April 16. Contact Margaret Summers at 343-8412 or msummers@iontrust.org. Reservations will be limited. Tickets are \$35 with special rates for students.

Concert on May 27th – in the Amphitheater at Westlake – featuring the **River City Dixieland Jazz Band** for our Memorial Day Weekend Concert and Picnic. The event will be from 5 until 7 p.m. Fried chicken, lemonade and paper goods will be provided by the Trust. Neighbors are encouraged to bring a covered dish to share. Games for the younger set and fun for all are in store as we observe this patriotic holiday. It is free and open to the community. **Lucey Mortgage Corporation** is a sponsor for this occasion.

Recent Successes!

The first ever **Amazing Race in I'On** proved to be an exciting afternoon on April 15 as 16 teams of family bikers raced through I'On on a scavenger hunt that involved solving clues to find locations where challenging tasks were done in order to earn the next clue. Creative Spark designed the event for the Trust, and **SunTrust Bank** and **William Means Real Estate** provided sponsorship. We were delighted that the event made use of unique venues in the neighborhood as well as locations of businesses. Bikers went to East Cooper Montessori Charter School, Westlake Amphitheater, the Boathouse, the Community Garden, the marsh site at the end of Isle of Hope where the I'On Founding Ceremony took place, Sweet Olive, Studio One Fitness, the first occupied home in I'On at 22 Grace Lane as well as a brand new home that needs a family at 52 Robert Mills Circle. Maybank Green was the central location for the activities that concluded with an ice cream party. Lots of fun for everyone.

Collaboration with the I'On Club – The Trust helped kick off a new programming opportunity with the I'On Club on April 21, with a movie at the swimming pool. The Club sponsored the outdoor movie, and the Trust loaned the screen and the sound system. We hope to have more movie events in the future, both at the Club and at the Amphitheater.

COMMUNICATIONS REPORT

APRIL 2010

Directory

It now looks as if the Directory will be distributed in May. Delays have been caused by unexpected technical issues and data errors. Doreen Ronchi has been doing a great deal of work to get the Directory ready for distribution at the earliest possible date.

Newsletter

The Newsletter now has a feature editor and writer, Lori DeFilippo, whose first article on the role of eggs in various religious traditions appeared in April. Future articles will feature stories of community interest and profiles of residents.

Communications Steering Committee

The Communications Steering Committee, chaired by Steve Degnen and including Deborah Bedell as Communications Chair, Barbara Fry as Newsletter Editor, and Cynthia Rosengren as web specialist, is meeting on Monday, 23 April, to review ways in which the community website can be updated, improved, simplified and made as user-friendly as possible, with an emphasis on increasing community website usage.

Signage

Gigi Chapman, owner of DeGuise Interiors, has taken the lead in working with a sign designer and the Square Merchants to design and price out signage for the main I'On entrance on North Shelmore. She will be present at the Board meeting to present design options and some cost information, and to seek some financial support from the Assembly.

Landscape Committee Report – April 2012

Dead Tree Removal: The 2012 landscape budget includes \$4,000 for Plant/Tree Replacement/Removal. A total of \$1,255 will be authorized to remove several large, dead trees in common areas within the neighborhood.

I'On Square Hardscape Project: Lawn-o-Green has been awarded the project, approved during the March Assembly meeting, to install the paver walkway/patio and Zoysia sod in I'On Square. The project will cost \$8,860 and be completed during the month of May.

East Lake Bank Re-sod Project: The project has been completed at the approved cost of \$5,700.

East Lake Irrigation Pump Replacement: The irrigation pump/motor assembly has been replaced at the approved cost of \$3,000.

Eastlake Road/Cistern Alley Right-of-way Project: The project to return the right-of-way near the intersection of Eastlake Road and Cistern Alley to its original condition will be completed in early May at a cost of \$1,200.

Spring Color: LOG will install the spring color plantings in early May.

April 2012 Infrastructure Update

- a. Follow-Up needed for discussion on Proposal with fees proposed for crosswalk project. Proposal includes survey, time, design and permitting process (proposal in February minutes).
- b. Additional Proposals being submitted for Crosswalks with Earthsource Engineering proposal already submitted for discussion at next Assembly Meeting
- c. Recommendation to begin Crosswalk Project to be proposed at next Assembly Meeting once all final proposals submitted
- d. Revisited with Town of Mt. Pleasant to ask why parking spaces project has not begun/continued. TOMP responded with a note that they are ready to submit a schedule.
- e. Rialto Post House railing repair proposal submitted to install wood railing with ADA guidelines and to building code. Railing would be similar to those at boat house close at East Lake and be composed of wood. Still under review.
- f. East Lake path refurbishment proposal from Sowell to Boathouse Close submitted to be presented at next Assembly meeting.
- g. Street Lamp at 11 Krier Lane repaired
- h. East Lake Irrigation Pump Replaced

Ongoing Projects on Calendar/To Do List

- i. Cracked Sidewalks/busted curbs (work with town for repairs – catalogue need)
- j. Review of SCEG Lights Maintenance
- k. Creek Trails Maintenance

Jane Gottshalk

From: Chad Besenfelder [chad@iongroup.com]

Sent: Monday, April 23, 2012 4:37 PM

To: Jane Gottshalk

Subject: RE: Board Meeting

Yes, I will have the following update:

1. HOA turnover work is done and I need to schedule a walk though and deed the property to Assembly.
2. Update on PD Amendment
3. Review new plat for Chuck Hill lot 8. Wants to build a garage and we need to deed a portion of alley to him
4. Phase 11 request for committee meetings

Thanks so much.,

Chad

AMENITIES/TRUST LIAISON REPORT – APRIL 26, 2012

Athletic Field (Soccer Field):

The completion of the new entrance to the I'On Club and the I'On Club's parking area seem to have alleviated the parking congestion on Eastlake Road during the soccer and rugby practice times. All groups who reserve the athletic field (soccer field) are being advised of parking and traffic enforcement and are being directed to park at the I'On Club.

Creek Club Docks/Boat Ramp:

We are scheduled in early May to begin new discussions regarding usage of the Creek Club and boat ramp usage, parking of boat trailers, etc.

I'On Chapel/Meeting House:

The groundbreaking ceremony for the new I'On Chapel/Meeting House was held on April 11th with construction slated to begin the second week of May. The target completion date is mid September, 2012. This facility would provide another possible venue for I'On Trust and other community events. Rental rates have not yet been established.

Submitted by: LaVon McNaughton

PRESIDENT'S REPORT APRIL 2012

Creek Club Issues

A Creek Club team led by Ed Clem, and including LaVon McNaughton, Craig Wrenn and Matt Walsh, will meet with representatives of 148 Civitas, LLC, owner of the Creek Club, to discuss issues relating to Creek Club rules vis-à-vis HOA rights under the Recreational Easement, as well as to review financial records of the Club relating to allocating the HOA's share of operating and maintenance costs of the community docks. The meeting is currently scheduled for 1 May.

Phase 11

There are now two committees working on planning for Phase 11. The Design Committee includes Barbara Fry, Bob Fry, Fred McIntyre, Len Hanson, Jeff Tozzi and LaVon McNaughton. It will take the lead in working with the IOn Company to arrive at a design for Phase 11 that stands a good chance of acceptance by both the IOn Community and the Town of Mount Pleasant. The Finance Committee will sit in on design discussions, but will focus on working with the IOn Company to devise a financial arrangement which shares the financial and community benefits to be derived from the successful implementation of Phase 11 development between the Assembly and the IOn Company. The Finance Committee is led by Ted Webb, and includes Jeff Tozzi, LaVon McNaughton, Harriet Ripinsky, John Wilson, Annie Bonk and Carter Cochran. We have notified the IOn Company that the committees are ready to re-start discussions on the Phase 11 design.

Board Training

Jan Pomerantz is unable to free up her schedule sufficiently to be able to continue with Board training support, so she has referred us to a colleague, Joan Ustin, who is planning to submit a proposal before our meeting this week. Ted Webb is trying to make contact with another individual who may also be able to provide some Board training.

Ted has also identified a two-hour seminar in Myrtle Beach offered by the CAI that will cover topics such as Fiduciary Duty, Delinquencies and Foreclosures, and Covenant/Rules Enforcement. It is free to volunteers who register before 30 April, and \$30 for non-volunteer attendees. Any Board members interested in attending can let us know at the Board meeting.

Security

The President has received a series of proposals from Signal 88 Security, a locally operated franchise that can provide vehicular and foot patrols to the neighborhood year-round at reasonable cost terms. The Signal 88 proposals are included in the Board packet.

We are currently awaiting a proposal from Blackhawk Security, a locally owned and operated security firm referred to by the former owner of the local Signal 88 franchise. (He was forced to sell, as he was prohibited from owning a security firm while employed full time as a law enforcement officer.) If the proposal is received before the Board meeting, it will be included in the Board packet.

The President will ask for the Board's authority to continue negotiations with one or both companies to have a contract in place before the end of May, at a cost projected not to exceed budgeted amounts for security.

Noise Rules

The Board needs to consider whether it wishes to address noise issues in the community. There are two areas of concern that have been raised by residents: children playing in yards in large groups; and outdoor work—construction or landscape maintenance—that generates noise.

Amending the Bylaws

The Board should consider a further amendment to the Bylaws to provide an additional layer of term staggering to the Board terms. Right now, it is usually the case that half the Board is up for election each year, so we have either three or four (usually) new members each year. It may be advisable to divide the Board in thirds, so that there is greater continuity from Board to Board. We have several long-term issues on the table (the Creek Club, security, Phase 11, a community center) where continuity and institutional memory are valuable. The bylaws may be amended by a majority of the Board as well as a majority of a quorum voting at a meeting of the Assembly, and the proposed amendment must be delivered to the Assembly at least 30 days before the meeting. I am asking our attorneys to draft up an amendment for our review at the Board meeting.

SOCCKER FIELD

As has been discussed at previous meetings, the Soccer Field is in very poor shape. Some feel this is the result of the Rugby Team using it for practice a couple of times a week. There are other groups playing sports on it also. The Landscape Committee is not prepared to come forward with a recommendation to repair the field until the Assembly Board addresses several issues – usage and water being the larger ones.

We have a bid from Lawn O Green to redo the field for a cost of \$4,600. This would require no use of the field for at least six weeks. If we attempted to do this in the summer when many are away, we would also need to be able to water the field. At this time, there is no irrigation available.

Previously, we have used well water to take care of the field, but our 40' well has run dry. We would have to dig a well quite a bit deeper to have this available again. The other alternative would be to use Town water. This would entail laying a new irrigation system as our present one would not work with Town water. Also, Town water would be very expensive and not something we should consider on an ongoing basis.

Another option would be to try hydroseeding. Steve Walker is going to get back to me with an estimate for this. By its nature, hydroseeding would alleviate somewhat the need for water. One of the problems with this process is that there will be a lot of weeds mixed in with the grass seed. I do not know how long we would have to leave the field idle, but hopefully that information will be available by the Board meeting.

The Board probably needs to look at the long range picture with the I'On Club. We also need to review the recreational easement for the field. Since this is going to be an ongoing expense, perhaps we need to look at the possibility of a partnership with the Club to alleviate some of the expense. Otherwise, we need to consider charging a fee for the use of the field by any organized group.

I do not believe the neighborhood wants us to leave this as a mud lot. While we are not having much rain, it does not seem to be such a problem, but the field can easily turn into a mud pit.

The Board needs to decide what the objective is regarding the Soccer Field and its usage.

I met with Officer Bryce Gregory at the Mt Pleasant P.D. He is our new point of contact with the Department. Officer Calabrese has moved back to street patrol.

I informed Bryce of our parking issues that we have in the neighborhood and he was going to do some more research on the PD's authority on giving tickets. He said most of the times officers don't want to write a \$15 ticket in Mt Pleasant if the vehicles aren't obstructing traffic. He mentioned that if there are parking issues on private streets/alleys they can't write tickets (however, this is what he was going to look further into). The P.D. can't govern HOA rules for the neighborhood either.

I tentatively invited Bryce to come to our May meeting so that he could meet our board, see how our meetings run and answer any questions we may have. I informed him that we should have the security company identified by then as well. He would like to know more details in regards to the security company and how they will be assisting us.

With the board approval, I will formally invite him to the meeting in May.



Patrol Services

PROPOSAL

October - March

Signal 88 Franchise Group, Inc. dba Signal 88 Security
3880 S 149th Street, Suite 102
Omaha, NE 68144
contracts@signal88.com
Phone: 877.498.8494
Fax: 402.502.2078

Served By: Signal 88 Security of Greenville
PO Box 1775
Simpsonville, SC 29681
Security Consultant: Brook Gregory
Phone: 864-343-4000
Fax:
bgregory@signal88.com

Service Location:
I On Village
Deborah Bedell
179 East Shipyard Road
Mt. Pleasant, SC 29464
Phone: 843.388.5855
Deborah@thebedells.com

Bill To:
I On Village
Deborah Bedell
179 East Shipyard Road
Mt. Pleasant, SC 29464
Phone: 843.388.5855
Deborah@thebedells.com

Proposal Date: 4/4/2012
Good Through: 5/4/2012

Service Dates:

Start:

End:

Services:	Mon	Tue	Wed	Thru	Fri	Sat	Sun	Week Total	
Driving Tours	2	2	2	2	3	3	2	16	
Walking Tours					1	1	1	3	
Door Checks								0	
Fuel Surcharge									
Other Services									

Descriptions of Services:

Community-Based Roving Patrol Tours: Service totals are based on a variation of roving vehicle and foot patrols Monday-Sunday. Roving vehicle patrols will occur randomly and separated by zones (neighborhoods within the community). The patrols will include lake/amenities inspections, enforcement of property rules and regulations such as policy relating to loitering, noise, and nuisance complaints, all in addition to our standard patrol service. Also included is exclusive access to our reporting software offering real-time status updates while service is being performed. This quote is valid for thirty days.	Totals	
Driving Tour	\$	136.00
Walking Tour	\$	30.00
Door Check	\$	-
Fuel Surcharge	\$	-
Other Services	\$	-
Week Total	\$	166.00
Month Total	\$	722.10
Sales Tax		N/A
Month Total + Taxes	\$	722.10

Payment Terms

Net 30

Agreement

By signing this contract you are agreeing to the description of services herein and as listed in the attached "General Terms & Conditions," and promise to remit payment based upon the above listed terms. Quoted price good for 30 days.

Client: _____

S88: _____

SIGNAL 88 SECURITY-SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Services to Be Performed. Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
 - a. Community-Based Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by armed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
 - b. Community-Based Dedicated Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
 - c. Armed Dedicated Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
 - d. Dedicated Community-Based Security Services. If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
 - e. Dedicated Armed Security Services. If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but performed by armed law enforcement personnel or licensed and trained civilian security officers.
 - f. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports on Inteliguide.net, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports on Inteliguide.net; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
 - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. Delegation of Services. Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. Security Standards. Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. Duties of Customer. In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. Payment. For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (30) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1 1/2 %) per month, or the highest rate allowed by law, whichever is less. If Contractor is forced to pursue additional actions, such as collections, to obtain payment the charges associated with such actions are the responsibility of the Client.
6. Price Changes and Fuel Surcharges. Contractor may increase prices for Services or impose a fuel surcharge from time to time by notice to the Customer either in writing or by notation on a statement of account. If the Customer objects to the changed price or fuel surcharge, it shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as modified, shall remain in full force and effect. If the Customer timely objects, then the Company reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. Term. The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. Termination, Remedies.
 - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
 - b. Contractor may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.

- c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.

9. Insurance.

- a. Contractor shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of South Carolina, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
 - b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
 - c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
 - d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.
10. Cooperation in the Event of a Claim. In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. Indemnification. Customer shall defend, indemnify and hold harmless Contractor (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Contractor is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Contractor performing the Services requested by Customer hereunder; and (iii) any injury or damage to Contractor's personnel or property and the personnel and property of any of Contractor's franchisees while such are at Customer's facility or while such are performing Services for Customer.
12. Limitation of Liability. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CONTRACTOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR CLAIM, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
13. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.
14. Confidentiality. The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, Confidential Information). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 14 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
15. Representations and Warranties. Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
17. Modification of Agreement. Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
18. No Waiver. Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving

party to be effective.

19. Independent Contractors. The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
20. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
21. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
22. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
23. Notices. Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
25. Survival. Sections 5, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
26. Force Majeure. No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
27. Assignment. Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
28. Headings. The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms.

Client Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Client Signature

Title

Date

Signal 88 Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Signal 88 Security Signature

Title

Date



Patrol Services

PROPOSAL

April - September

Signal 88 Franchise Group, Inc. dba Signal 88 Security
3880 S 149th Street, Suite 102
Omaha, NE 68144
contracts@signal88.com
Phone: 877.498.8494
Fax: 402.502.2078

Served By: Signal 88 Security of Greenville
PO Box 1775
Simpsonville, SC 29681
Security Consultant: Brook Gregory
Phone: 864-343-4000
Fax:
bgregory@signal88.com

Service Location:
I On Village
Deborah Bedell
179 East Shipyard Road
Mt. Pleasant, SC 29464
Phone: 843.388.5855
Deborah@thebedells.com

Bill To:
I On Village
Deborah Bedell
179 East Shipyard Road
Mt. Pleasant, SC 29464
Phone: 843.388.5855
Deborah@thebedells.com

Proposal Date: 4/4/2012
Good Through: 5/4/2012

Service Dates:

Start:

End:

Services:	Mon	Tue	Wed	Thru	Fri	Sat	Sun	Week Total	
Driving Tours	5	5	5	5	10	10	5	45	
Walking Tours								0	
Door Checks								0	
Fuel Surcharge									
Other Services									

Descriptions of Services:

Community-Based Roving Patrol Tours: Service totals are based on a variation of roving vehicle and foot patrols Monday-Sunday. Roving vehicle patrols will occur randomly and separated by zones (neighborhoods within the community). The patrols will include lake/amenities inspections, enforcement of property rules and regulations such as policy relating to loitering, noise, and nuisance complaints, all in addition to our standard patrol service. Also included is exclusive access to our reporting software offering real-time status updates while service is being performed. This quote is valid for thirty days.	Totals	
Driving Tour	\$	382.50
Walking Tour	\$	-
Door Check	\$	-
Fuel Surcharge	\$	-
Other Services	\$	-
Week Total	\$	382.50
Month Total	\$	1,663.88
Sales Tax		N/A
Month Total + Taxes	\$	1,663.88

Payment Terms

Net 30

Agreement

By signing this contract you are agreeing to the description of services herein and as listed in the attached "General Terms & Conditions," and promise to remit payment based upon the above listed terms. Quoted price good for 30 days.

Client: _____

S88: _____

SIGNAL 88 SECURITY-SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Services to Be Performed. Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
 - a. Community-Based Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by armed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
 - b. Community-Based Dedicated Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
 - c. Armed Dedicated Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
 - d. Dedicated Community-Based Security Services. If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
 - e. Dedicated Armed Security Services. If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but performed by armed law enforcement personnel or licensed and trained civilian security officers.
 - f. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports on Inteliguide.net, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports on Inteliguide.net; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
 - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. Delegation of Services. Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. Security Standards. Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. Duties of Customer. In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. Payment. For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (30) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1 ½ %) per month, or the highest rate allowed by law, whichever is less. If Contractor is forced to pursue additional actions, such as collections, to obtain payment the charges associated with such actions are the responsibility of the Client.
6. Price Changes and Fuel Surcharges. Contractor may increase prices for Services or impose a fuel surcharge from time to time by notice to the Customer either in writing or by notation on a statement of account. If the Customer objects to the changed price or fuel surcharge, it shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as modified, shall remain in full force and effect. If the Customer timely objects, then the Company reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. Term. The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. Termination, Remedies.
 - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
 - b. Contractor may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.

- c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.

9. Insurance.

- a. Contractor shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of South Carolina, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
- b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
- c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
- d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.
10. Cooperation in the Event of a Claim. In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. Indemnification. Customer shall defend, indemnify and hold harmless Contractor (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Contractor is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Contractor performing the Services requested by Customer hereunder; and (iii) any injury or damage to Contractor's personnel or property and the personnel and property of any of Contractor's franchisees while such are at Customer's facility or while such are performing Services for Customer.
12. Limitation of Liability. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CONTRACTOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR CLAIM, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.
13. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.
14. Confidentiality. The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, Confidential Information). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 14 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
15. Representations and Warranties. Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
17. Modification of Agreement. Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
18. No Waiver. Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving

party to be effective.

19. Independent Contractors. The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
20. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
21. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
22. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
23. Notices. Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
25. Survival. Sections 5, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
26. Force Majeure. No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
27. Assignment. Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
28. Headings. The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms.

Client Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Client Signature

Title

Date

Signal 88 Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Signal 88 Security Signature

Title

Date



Dedicated Services

PROPOSAL

April - September

Signal 88 Franchise Group, Inc. dba Signal 88 Security
3880 S 149th Street, Suite 102
Omaha, NE 68144
contracts@signal88.com
Phone: 877.498.8494
Fax: 402.502.2078

Serviced By: Signal 88 Security of Greenville
PO Box 1775
Simpsonville, SC 29681
Security Consultant: Brook Gregory
Phone: 864-343-4000
Fax:
bgregory@signal88.com

Service Location:	Bill To:	Proposal Date:
I On Village	I On Village	4/4/2012
Deborah Bedell	Deborah Bedell	Good Through: 5/4/2012
179 East Shipyard Road	179 East Shipyard Road	Service Dates:
Mt. Pleasant, SC 29464	Mt. Pleasant, SC 29464	Start: 5/1/2012
Phone: 843.388.5855	Phone: 843.388.5855	End: ongoing
Deborah@thebedells.com	Deborah@thebedells.com	

Services:	Mon	Tue	Wed	Thru	Fri	Sat	Sun	Week Total	Rate
Dedicated Hours	2	3	2	3	4	4	3	21	\$18.00
Driving Tours								0	\$0.00
Door Checks								0	\$0.00
Fuel Surcharge								See Below	
Other Services								See Below	

Descriptions of Services

Totals

Dedicated Community-Based Security Services. which shall consist of having unarmed uniformed officers patrolling the property on a golf cart or mountain bike, in order to monitor the location(s) including the Rookery, lake structures and other amenities. The Officer s will enforce parking and other of Customer s regulations for use of the location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.	Dedicated Hours	\$	378.00
	Driving Tours	\$	-
	Door Check	\$	-
	Fuel Surcharge	\$	-
	Other Services	\$	-
	Week Total	\$	378.00
	Month Total	\$	1,644.30
	Sales Tax		N/A
	Month Total + Taxes	\$	1,644.30

Payment Terms

Net 30

Agreement

Client: _____

SIGNAL 88 SECURITY-SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Services to Be Performed. Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
 - a. Community-Based Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by unarmed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
 - b. Community-Based Dedicated Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
 - c. Armed Dedicated Roving Patrol Tours. If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
 - d. Dedicated Community-Based Security Services. If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
 - e. Dedicated Armed Security Services. If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but performed by armed law enforcement personnel or licensed and trained civilian security officers.
 - f. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports on Inteliguide.net, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports on Inteliguide.net; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
 - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. Delegation of Services. Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. Security Standards. Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. Duties of Customer. In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. Payment. For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1 ½ %) per month, or the highest rate allowed by law, whichever is less. If Contractor is forced to pursue additional actions, such as collections, to obtain payment the charges associated with such actions are the responsibility of the Client.
6. Price Changes and Fuel Surcharges. Contractor may increase prices for Services or impose a fuel surcharge from time to time by notice to the Customer either in writing or by notation on a statement of account. If the Customer objects to the changed price or fuel surcharge, it shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as modified, shall remain in full force and effect. If the Customer timely objects, then the Company reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. Term. The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. Termination, Remedies.
 - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such

notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.

- b. Contractor may terminate this Agreement for any reason upon giving thirty (30) days notice to Customer.

- c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.

9. Insurance.

- a. Contractor shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of _____, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
- b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
- c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
- d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.

10. Cooperation in the Event of a Claim. In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident; the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.

11. Indemnification. Customer shall defend, indemnify and hold harmless Contractor (including its shareholders, directors, officers, agents, and employees) from and against all claims, liabilities, losses, judgments, costs, damages, expenses and attorney's fees in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, to which Contractor is, was, or at any time becomes a party or is threatened to be made a party, due to: (i) the acts or omissions of Customer while fulfilling its duties under this Agreement; (ii) Contractor performing the Services requested by Customer hereunder; and (iii) any injury or damage to Contractor's personnel or property and the personnel and property of any of Contractor's franchisees while such are at Customer's facility or while such are performing Services for Customer.

12. Limitation of Liability. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CONTRACTOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR CLAIM, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

13. Non-Solicitation. During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.

14. Confidentiality. The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, Confidential Information). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 14 shall survive for a period of five (5) years from the expiration or termination of this Agreement.

15. Representations and Warranties. Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

authorized representative of each party.

18. No Waiver. Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
19. Independent Contractors. The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
20. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
21. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
22. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
23. Notices. Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
25. Survival. Sections 5, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
26. Force Majeure. No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
27. Assignment. Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
28. Headings. The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms.

Client Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Client Signature

Title

Date

Signal 88 Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Signal 88 Security Signature

Title

Date



Signal 88 Security At a Glance:

Signal 88 Security is a national organization with local offices across the country including one in the Greenville SC area. Under the direction of the enforcement professionals, Signal 88 Security provides clients with a wide variety of technically advanced and sophisticated services using only certified and uniformed security officers and highly visible Signal Patrol vehicles as an effective and cost-efficient deterrent, discipline and generally secure properties for your business.

At Signal 88 Security, we also serve our clients to be successful in our day-to-day operations by providing real-time reports created on-site during each contracted service through a secure, protected, encrypted portal designed specifically for clients. This ensures you get what you pay for. Signal 88 Security continues striving to earn and exceed your business goals. At Signal 88 Security, we pride ourselves in the fact that there are no contractual obligations in any day-to-day clauses like other security companies.

Signal 88 Security Services Offered:

Vehicle Patrol Services	Alarm Patrol Services
Mobile Patrol Services	Segue Patrol Services
Law Enforcement Assisted Security	Community Assisted Security
Dedicated Services	Restaurants
Guard Services	Executive Protection
Emergency Response	Special Events Security
Controlled Access	CC System Monitoring
Surveillance	Asset Retrieval

Signal 88 Security Past and Present Client List:

SP	Williamson Real Estate Advisors Inc
Utility Property Management	Ging Residential
Infiniti SA	Carter Assistant Real Estate Services
Blue Cross Blue Shield	Hershire Property Advisors
Local Art Sculpture Center	Enterprises
University of the South Atlantic	Mid-America Apartment Communities
CSC	Grubbs Property Management
Supermarket	anagement
Allegiant Travel	Greystar Real Estate Partners
A	Riverstone Residential
College World Series	Lidaynn Press

Signal 88 Security References:

Michael Cater, OASD and Director	Debra Riggs, Community Leader
Camera Operator	Debra Paddock, Clu
Debra Paray	Randy Cree, Road
Greer SC	Greenville SC
P: 803-251-8888	P: 803-251-8888
Email: michaelcater@att.net	Email: debra_riggs@aacc.com

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