



SERVICES CONTRACT

This Agreement, by and between Chimney Rock Village hereinafter referred to as the "Client" and **Apex Security Consulting** hereinafter referred to as **ASC** having been duly entered into with and effective date of 03/31/2025

Whereas the client desires that **ASC** will furnish security Guards at Service Road located within Chimney Rock Village, NC to perform the following duties:

To staff and operate a Security check point located in Chimney Rock, NC, to monitor gate access control, to prevent individuals from entering unauthorized areas.

To conduct regular security checks and roving patrol of service road. One Guard will always be located at the check point while roving patrols are being conducted.

ASC employees shall display a professional image and manner at all times while on duty. They shall be focused on their duties, aware of their surroundings, and must not engage in activities that distract them from proper performance of their assigned duties. In cases where a Security Officer is not performing to acceptable standards as determined by the clients or **ASC** then that Officer shall be replaced with a suitable alternative as mutually agreed by the parties in this agreement.

The furnishing of the services provided as stated herein shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of or be connected with the furnishings of such services.

1. The term of this contract for 97 days exclusive of any extensions or renewals thereof. The client agrees to use, and **ASC** agrees to furnish, services as described herein.

2. From 03/31/2025 **ASC** shall provide a minimum of two security officer per shift in order to staff two posts (Post 1-Access Gate/Property Patrol; Post 2- Property Patrol), Personnel shall be assigned to cover three shifts: 7 AM to 3 PM; and, 3 PM to 11 PM; 11 PM to 7 AM; which equates to 24 man hours per 24-hour period 7 days a week. **ASC** shall make a reasonable effort to staff additional temporary or permanent posts as requested by the client and staff at the same hourly rates.

3. From 05/01/2025 **ASC** shall provide a minimum of one security officer on 1st shift to preform Property Patrol. A minimum of two security officers will be provided to preform Property Patrol on 2nd and 3rd shift. This schedule will continue 24 hours a day 7 days a week. **ASC** shall make a reasonable effort to staff additional temporary or permanent posts as requested by the client and staff at the same hourly rate.

4. **ASC** shall be paid the following hourly rate for security services for each hour worked by a security officer and supervisor:

\$45.00 per hour

5. Each individual who will perform security services shall possess a North Carolina Drivers License. All individuals shall have significant law enforcement, security, and/or investigative backgrounds. All of the **ASC** Officers shall be active or former Deputy Sheriffs, Police Officers, Peace Officers or Federal Agents.

6. **Apex Security Consulting** shall designate a security officer employee supervisor to act as a liaison to the client. The liaison shall receive direction by the client, be responsible for administration, scheduling, supervision, training, and will ensure compliance with security policies and procedures established by **ASC**.
7. The services furnished by **ASC** hereunder shall commence following full execution of this agreement on or about 03/31/2025 and continue through 07/06/2025
8. The type and nature of the services described herein may not be varied without prior written amendment to the contract, executed by both parties and subject to negotiations. Client may increase said number of **ASC** security officers who will serve on any shift without affecting this basic agreement.
9. **ASC** shall maintain, throughout the period of this contract, Comprehensive General Liability Insurance of at least \$1,000,000 per occurrence, to satisfy applicable statutory requirements, Error and Omissions coverage, Employers' Liability Insurance and coverage for legal liability for loss or damage to client's property entrusted to **ASC** staff, including that arising from dishonesty or malfeasance of **ASC** personnel. It is agreed and understood, however, that Apex Security Consulting is not an Insurer of property or persons guarded. In the case where a claim is made by any person, entity or corporation, including the Client, against **ASC**, Client shall not be entitled to retain the amount of any such claim out of funds due or owed to Apex Security Consulting hereunder.
10. If, at the request of the Client, an **ASC** Officer is assigned duties other than those specific duties set forth by this contract, **ASC** will make every effort to satisfy Client's request.

11. All Chimney Rock Village security logs created or maintained by **ASC** shall remain the property of the Client. All unusual or emergency incidents shall be reported as soon as possible to the Property Manager. ASC shall maintain and make available to the property manager any documents or records necessary to verify the nature and extent of the cost of services provided or claimed under this agreement.

ASC shall be paid the following through 3/31/2025 – 4/30/2025:

- \$45.00 Per worked hour.
- \$360.00 Per worked Shift

6 shifts a day at the above rate for 31 days total: \$66,960.00

ASC shall be paid the following through 5/01/2025 – 7/06/2025

- \$45.00 Per worked hour.
- \$360.00 Per worked Shift

5 shifts a day at the above rate for 67 days total: \$120,600.00

Total contract amount: \$187,560.00

Effectiveness and Date

This agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature

Chimney Rock Village Authorized Signature

Date

Printed Name and Title of Authorized Signature

Apex Security Consulting Authorized Signature

Date

Jesse Smith Owner/Operator

Printed Name and Title of Authorized Signature

Addendum

As per the agreement that Chimney Rock Village has signed, the addition of 1 extra security guard will be added to the schedule from 5/1/2025 to 5/31/2025.

ASC shall be paid the following through 5/01/2025 – 5/31/2025

- \$45.00 Per worked hour.
- \$360.00 Per worked Shift

1 shift at the above rate for 31 days total: \$11,160

Effectiveness and Date

This agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Chimney Rock Village Authorized Signature

Date

Printed Name and Title of Authorized Signature

Apex Security Consulting Authorized Signature

Date

Jesse Smith Owner/Operator

Printed Name and Title of Authorized Signature

Addendum

As per the agreement that Chimney Rock Village has signed, the addition of 1 extra security guard will be added to the schedule from 6/1/2025 to /30/2025.

ASC shall be paid the following through 6/01/2025 – 6/30/2025

- \$45.00 Per worked hour.
- \$360.00 Per worked Shift

1 shift at the above rate for 30 days total: \$10,800

Effectiveness and Date

This agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

Chimney Rock Village Authorized Signature	Date

 Printed Name and Title of Authorized Signature

Apex Security Consulting Authorized Signature	Date

Jesse Smith Owner/Operator

 Printed Name and Title of Authorized Signature

EXTENDED



SERVICES CONTRACT

This Agreement, by and between Chimney Rock Village hereinafter referred to as the "Client" and **Apex Security Consulting** hereinafter referred to as **ASC** having been duly entered into with and effective date of 7/7/2025

Whereas the client desires that **ASC** will furnish security Guards at Service Road located within Chimney Rock Village, NC to perform the following duties:

To staff and operate Security Patrols located in Chimney Rock, NC, to monitor access control, to prevent individuals from entering unauthorized areas.

To conduct regular security checks and roving patrol of service road. One Guard will always be located in town while roving patrols are being conducted.

ASC employees shall display a professional image and manner at all times while on duty. They shall be focused on their duties, aware of their surroundings, and must not engage in activities that distract them from proper performance of their assigned duties. In cases where a Security Officer is not performing to acceptable standards as determined by the clients or **ASC** then that Officer shall be replaced with a suitable alternative as mutually agreed by the parties in this agreement.

The furnishing of the services provided as stated herein shall not be construed as a guarantee of protection against any or all contingencies or occurrences which may arise out of or be connected with the furnishings of such services.

1. The term of this contract for 84 days exclusive of any extensions or renewals thereof. The client agrees to use, and **ASC** agrees to furnish, services as described herein.

2. From 7/7/2025 **ASC** shall provide a minimum of two security officer per shift in order to staff two posts (Post 1- Property Patrol; Post 2- Town Patrol), Personnel shall be assigned to cover three shifts: 7 AM to 3 PM; and, 3 PM to 11 PM; 11 PM to 7 AM; which equates to 24 man hours per 24-hour period 7 days a week. **ASC** shall make a reasonable effort to staff additional temporary or permanent posts as requested by client and staff at the same hourly rates.

3. **ASC** shall be paid the following hourly rate for security services for each hour worked by a security officer and supervisor:

 \$45.00 per hour

4. Each individual who will perform security services shall possess a North Carolina Drivers License. All individuals shall have significant law enforcement, security, and/or investigative backgrounds. All of the **ASC** Officers shall be active or former Deputy Sheriffs, Police Officers, Peace Officers or Federal Agents.

5. **Apex Security Consulting** shall designate a security officer employee supervisor to act as a liaison to the client. The liaison shall receive direction by the client, be responsible for administration, scheduling, supervision, training, and will ensure compliance with security policies and procedures established by **ASC**.

6. The services furnished by **ASC** hereunder shall commence following full execution of this agreement on or about 7/7/2025 and continue through 8/28/2025
7. The type and nature of the services described herein may not be varied without prior written amendment to the contract, executed by both parties and subject to negotiations. Client may increase said number of **ASC** security officers who will serve on any shift without affecting this basic agreement.
8. **ASC** shall maintain, throughout the period of this contract, Comprehensive General Liability Insurance of at least \$1,000,000 per occurrence, to satisfy applicable statutory requirements, Error and Omissions coverage, Employers' Liability Insurance and coverage for legal liability for loss or damage to client's property entrusted to **ASC** staff, including that arising from dishonesty or malfeasance of **ASC** personnel. It is agreed and understood, however, that Apex Security Consulting is not an Insurer of property or persons guarded. In the case where a claim is made by any person, entity or corporation, including the Client, against **ASC**, Client shall not be entitled to retain the amount of any such claim out of funds due or owed to Apex Security Consulting hereunder.
9. If, at the request of the Client, an **ASC** Officer is assigned duties other than those specific duties set forth by this contract, **ASC** will make every effort to satisfy Client's request.
10. All Chimney Rock Village security logs created or maintained by **ASC** shall remain the property of the Client. All unusual or emergency incidents shall be reported as soon as possible to the Property Manager. **ASC** shall maintain and make available to the property manager any documents or records necessary to verify the nature and extent of the cost of services provided or claimed under this agreement.

ASC shall be paid the following:

- \$45.00 Per worked hour.
- \$360.00 Per worked Shift

6 shifts a day at the above rate for 84 days totals: \$181,440

Effectiveness and Date

This agreement will become effective when all parties have signed it. The date of this agreement will be date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature

Chimney Rock Village Authorized Signature

Date

Printed Name and Title of Authorized Signature

Apex Security Consulting Authorized Signature

Date

Jesse Smith Owner/Operator

Printed Name and Title of Authorized Signature

