



Wackenhut

SERVICES CONTRACT

THIS AGREEMENT, by and between Lake Holiday Country Club, 231 Redland Road, Cross Junction, VA, 22625 hereinafter referred to as the "Client", and THE WACKENHUT CORPORATION, a Florida corporation, hereinafter referred to as "TWC", having been duly entered into with an effective date of March 1, 2006

WITNESSETH:

WHEREAS, the Client desires that TWC furnish Services at those premises described in Special Provision A;

NOW, THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. During the term of this contract and any extensions or renewals thereof, the Client agrees to use and TWC agrees to furnish services as described herein, and Client agrees to pay TWC pursuant to the following schedule:

ITEM No.	BRIEF DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNITS	UNIT PRICE	ESTIMATED WEEKLY AMOUNT
1	Regular Rate - Unarmed Security Officer	128	HR	13.68	1751.04
	Overtime/Holiday Rate - Unarmed Security Officer		HR	19.15	n/a
2	Regular Rate - Unarmed Supervisor	40	HR	15.14	605.60
	Overtime/Holiday Rate- Unarmed Supervisor		HR	21.20	n/a
TOTAL ESTIMATED WEEKLY AMOUNT OF CONTRACT \$					2356.64

Holiday rates will be billed on the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day.

Overtime rates apply to all additional hours of service when requested by Client with less than 48 hours prior written notice, and in circumstances in which a security officer is required to stay on duty by causes beyond the control and without the fault or negligence of TWC, including but not limited to: (1) acts of God or the public enemy, (2) acts of government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) unusually severe weather, (9) riots and (10) earthquakes.

The above rates shall become effective as of the commencement date stated in Article 2, and shall remain in force for a one year period. Thirty (30) days prior to the anniversary date of this contract, written notice shall be provided to the Client wherein Client and TWC agree to meet to negotiate any contractual changes. In the absence of such notice, contract shall automatically renew for a period of one year, although failure to give such notice shall not preclude appropriate rate increases or negotiations leading to rate increases.

2. The services furnished by TWC hereunder shall commence on March 1, 2006 and shall continue unless thirty (30) days written notice to the contrary has been given by one party to the other.

3. The type and nature of the services described herein may not be varied without prior written amendment to this contract, executed by both parties, and subject to negotiation. The services provided by TWC are determined by the scope of the work set forth in Special Provision B, and additional services are available at greater costs. The furnishing of the services provided for hereunder 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 furnishing of such services.

4. The individuals used to perform such services as the Client shall request shall be employees of TWC, an independent contractor. The payment of Federal, State and/or Commonwealth taxes, Social Security benefits, unemployment compensation taxes and wages shall be the sole function and responsibility of TWC.

5. TWC will maintain throughout the period of this contract Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Workers' Compensation Insurance, to satisfy applicable statutory requirements, Employers' Liability Insurance and coverage for legal liability for loss or damage to Client's property entrusted to TWC arising from dishonesty of TWC employees. It is agreed and understood, however, that TWC is not an insurer of property or persons guarded. In case a claim is made by any person, entity or corporation, including Client, against TWC, Client shall not be entitled to retain the amount of any such claim out of monies due or owing TWC hereunder.

6. If, at the request of the Client, a TWC employee is assigned duties other than those duties set forth by this contract, TWC policies, regulations or guidelines, the Client hereby assumes complete responsibility therefor.

7. TWC shall invoice the Client weekly for services performed, which invoices shall be sent regular mail to the address on Special Provision C, and shall be due and payable upon receipt. Payment not received by the 30th day after the date of invoice will accrue interest at the rate of one and a half (1.5%) percent per month or the maximum legal rate permissible in the State or Commonwealth in which the services are performed, whichever is lowest, on the unpaid balance. Client agrees to pay TWC all collection costs including reasonable attorney's fees. If payment is not received in accordance with the terms hereof, TWC will have the option to terminate services upon 24 hours written notice.

8. If there is enacted any law, regulation, ruling or other such mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of pay, working conditions or costs of performing the services hereunder, the Client agrees that such increased costs shall be billable to the Client as of the effective date of such new law, regulation, ruling or mandate.

9. Changes in statutory costs, including but not limited to FICA, FUI and SUI, or insurance premiums or costs which are imposed on or incurred by TWC, shall result in an increase or decrease in the rates so affected, immediately upon the effective date of such changes.

10. Should a condition arise which calls for substantial increase in the number or degree of services initially estimated, TWC shall have a reasonable time within which to provide said services; and in the event of a strike, walkout, slow-down, or other labor dispute or difficulty by Client employees or employees of other contractors on premises being serviced by TWC employees, whether contrary to a labor agreement or not, Client and TWC agree to negotiate a change in rates as set forth in paragraph one above.

11. The Client agrees it will not employ any person who has been employed by TWC within one hundred twenty (120) days following the last date on which TWC employed such person. Should this covenant be breached by the Client, the parties herein mutually agree that in consideration of TWC waiving enforcement thereof, the Client shall indemnify and hold harmless TWC from and against all losses, claims, and liabilities, including reasonable attorney's fees, based upon or arising out of damages or injuries caused wholly or in part by the acts or omissions of former employees of TWC while in the employ of the Client.

12. TWC and the Client agree to comply with all applicable Federal, State and local laws, including the Civil Rights Act 1964 as amended.

The Equal Employment Opportunity Clause in Section 202 paragraph 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment Opportunity and the Implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference.

The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the handicapped is incorporated herein by specific reference.

The Affirmative Action Clause in 38 USC Section 2012 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment for the special disabled veteran and veterans of the Vietnam Era, is incorporated herein by specific reference.

13. Client warrants and represents that there are no chemical hazards which require disclosure to employees of TWC which have not been disclosed to TWC under the OSHA Chemical Hazard Communication Standard 1910.1200. Client agrees that Client will allow TWC employees to attend any Hazard Communication Training Program conducted for the benefit of Client employees and will provide all training materials to employees of TWC to the extent required by law for employees of Client.

14. All notices under this contract will be sent by certified mail to the following addresses:

For Client:

Lake Holiday County Club
231 Redland Road
Cross Junction, VA 22625

For TWC:

Contracts Management Department
The Wackenhut Corporation
4200 Wackenhut Drive #100
Palm Beach Gardens, FL 33410

Routine correspondence necessary for the performance of the work described hereunder shall be sent to the address below, unless otherwise noted.

15. This contract, together with all documents incorporated herein by reference, constitutes the entire agreement between the parties, and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenants, representations, promises, inducements or understandings not set forth herein. The contents of any and all bids or proposals, including any descriptions, discussions, or exceptions offered or taken, which are not specifically incorporated herein, are not a part of this contract and shall have no effect or influence upon its interpretation. No amendments or modifications of any of the terms or conditions shall be valid unless reduced to writing and executed by both parties.

THE WACKENHUT CORPORATION

By: _____

Name: Charles L. Jarrett

Title: Area Manager

Date: January 31, 2006

Witness: _____

Lake Holiday
CLIENT

By: [Signature]

Name: David Fajegneri

Title: General Manager

Date: 2/27/06

Witness: [Signature]

TWC's Local Address:

The Wackenhut Corporation
1320 South Main Street
Harrisonburg, VA 22801

SPECIAL PROVISIONS

A. Place of Performance:

Lake Holiday Country Club

231 Redland Road

Cross Junction, VA 22625

B. Scope of Work:

Provide unarmed security officer service 24 hours per day, 7 days per week for a total of 168 hours per week. Security

personnel will be stationed at the guardhouse monitoring access to Lake Holiday Country Club. Security will be required

to deter unauthorized entry.

C. Invoice(s) Address(es):

Lake Holiday Country Club

231 Redland Road

Cross Junction, VA 22625