



VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804

**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND RANGER AMERICAN OF THE VI, INC.**

Contract No. SC-05-18

^{5th} This Agreement, hereinafter referred to as (the "Contract") is entered into this 5th day of September, 2017 by and between Ranger American of the VI, Inc., P.O. Box 29105, San Juan, Puerto Rico 00929-0105, hereinafter referred to as (the "Contractor") and the VIRGIN ISLANDS WATER AND POWER AUTHORITY, hereinafter referred to as (the "Authority"), located at No. 9720 Estate Thomas, Post Office Box 1450, St. Thomas, USVI 00804, to provide security and armored guard services on the islands of St. Croix, St. John and St. Thomas, United States Virgin Islands. The Contractor and the Authority shall hereinafter be collectively referred to as the "Parties" and individually as a "Party."


WITNESSETH

In consideration of the mutual promises, covenants and conditions contained herein the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF WORK/WORK:** Contractor's Scope of Work, hereinafter referred to as "Scope" shall provide that Contractor shall call for and receive on behalf of the Authority and receipt therefore, sealed or locked shipments containing money, currency, coin, negotiable instruments, and other documents incident to the making of deposits or withdrawals and to transport and deliver same in like condition, to the consignee designated by the Authority and to provide armed guards and armored car service in connection with such transportation between points in, and accordance with, the service, liability, and compensation schedule as set forth and stated in Service

Agreement. In addition and unless otherwise amended below, the Work shall conform to the Authority's Professional General Contract Terms, hereinafter referred to as (the "General Contract Terms").

2. **CONSIDERATION:** Total Consideration shall not exceed Fifty-Six Thousand Seven Hundred Sixty Dollars (\$56,760.00). Approved invoices shall be paid within thirty days after submittal and approval of the work by the Authority's Project Coordinator. Payment of any taxes, duties, customs, excise or other fees shall be the sole responsibility of the Contractor.

 3. **GROSS RECEIPT TAXES:** Title 33, Section 44 of the Virgin Islands Code, as amended, requires the Authority when making a payment under this Contract, to deduct and withhold from such payments, gross receipts taxes as required by law at 33 VIC Section 43(a) for each payment for Work performed in the Virgin Islands. Notwithstanding any other provisions of this contract to the contrary, it is agreed between the Parties that for the purposes of complying with Title 33, Section 44 of the Virgin Islands Code, the Authority shall withhold and forward to the Bureau of Internal Revenue the sum of or such amount as required by law at 33 VIC Section 43(a) or any amendments thereto. Despite the requirements under Title 33, Section 44, the Contractor agrees that the calculation and payment of gross receipt taxes shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any manner for miscalculation of the gross receipts due under this contract or for any additional assessments by the Bureau of Internal Revenue resulting from work performed under this contract.

In the event the contract is amended and the consideration herein increases, the



appropriate amount of Gross Receipt Taxes to reflect the increase in the consideration will be deducted.


4. **TERM/PROGRESS REPORTS:** The Contract became effective on July 23, 2017 hereinafter referred to as (the "**Effective Date**"), and shall terminate on July 22, 2019, unless otherwise terminated by mutual agreement of the Parties. During the period July 23, 2017 up to and including the date of execution by the Executive Director of the Authority, the Contractor provided services which were vital to the Authority and shall be compensated for those services rendered. The Authority shall have the option to extend the contract for an additional 2 year period (twenty-four months). The exercise of the option to extend shall occur at least 90 days prior to the termination of the current contract term.

5. **BUSINESS LICENSE:** Contractor must comply with all Virgin Islands' laws with respect to licensing, which must be obtained in connection with its business operation(s). All necessary and applicable license(s) shall be obtained by the Contractor and copies presented to the Contracting Officer before Work on the Contract commences. Failure by Contractor to present its license(s) shall be grounds to consider the Contract void.

In accordance with 27 VIC § 303b, any Contractor having a business license in the Territory is required to notify the Employment Security Agency, Virgin Islands Department of Labor of its intent to fill an existing position, now vacant, or soon to become vacant, or a new previously unfilled position. Notices of vacancies shall include the title of the position, if any, the proposed salary, any required qualifications, the general duties of the position, and the name, address or telephone number of the


person to be contacted by applicants for the position. For the purposes of the law, "position" means employment at an hourly, monthly or yearly salary, intended to last at least 30 hours per week and for one month or more, but does not include temporary or day workers. Anyone requesting information or guidance on this requirement is urged to contact the Department of Labor at 340-776-3700.

6. EMPLOYMENT OF U.S. VIRGIN ISLANDS RESIDENTS:

 Contractor shall comply with 24 VIC §126 which requires the following preference for resident workers (i.e. any person capable of performing services or labor and who is a citizen of the United States or an immigrant alien admitted to the United States for permanent residence under the provision of the Immigration and Nationality Act as amended):

Resident workers shall be given preference in employment in the Virgin Islands in any industry or occupation for which such workers are qualified and available. Nonresident workers shall be employed only to supplement the labor force of available and qualified workers. No resident workers shall suffer any reduction in workweek below 40 hours a week by reason of an employer employing a non-resident worker. No employer shall employ a non-resident worker except in strict accordance with the provisions of this chapter and regulations hereunder. Nothing contained herein shall be construed to interfere with the policy of the Employment Services in canvassing of affiliated state employment services to obtain workers before issuing clearance certification for alien workers.

Contractor shall comply with requirements of 31 VIC §§ 271 and 272 and Title 24, Chapter 6 (Protection of Resident Workers) and hire Virgin Islands Residents and Resident Workers for work in connection with this contract. Contractor shall also ensure that its subcontractor(s) comply with the legal requirement to hire Virgin Islands residents and Resident Workers in connection with this projects, and shall require such in their contract(s) with their subcontractor(s). Upon request of the Authority, Contractor shall provide a report and/or information regarding its compliance, and its



subcontractor's compliance, with the requirement to hire Virgin Islands Residents and Resident Workers.

Before any vacancies are filled with an individual that is not a resident of the Virgin Islands, Contractor and its subcontractor(s) shall notify the Employment Security Agency of the Virgin Islands Department of Labor in accordance with the requirements of 31 VIC §272 and 27 VIC §303b.

Contractor understands that its failure to adhere to the requirements referenced herein may result in the application of penalties as imposed by the Department of Labor as outlined in 31 V.I.C. §272 (c)(d). Additionally, Contractor's failure to comply with the requirements herein may result in termination of this agreement in accordance with the Authority's General Contract Terms. Further, the Authority shall consider Contractor's non-compliance with the provisions of this section in the award of future contracts.

7. **FEES:** Contractor's monthly charges shall not exceed the rates as stated for each of the Authority's locations which for clarification and specificity are as follows:

| Locations | Service Days | Monthly Rates |
|---|-------------------|---------------|
| WAPA Customer Service Office, Four Winds Plaza, St. Thomas, USVI | Monday to Friday | \$710.00 |
| WAPA Customer Service Office, Market Place, St. John, USVI | Monday & Thursday | \$945.00 |
| WAPA Customer Service Office, 93B Estate Diamond Ruby, Sunny Isle Shopping Annex, St. Croix, USVI | Monday to Friday | \$710.00 |

8. **CONFIDENTIALITY:** The Parties agree that each may have access to certain information identified by the other Party as confidential information Authority in

connection with the Contractor's performance of the Work, hereinafter referred to as ("**Confidential Information**"). As such, both Contractor and the Authority, (alternatively, as applicable, the "disclosing party" and the "receiving party"), agree not to disclose, distribute, disseminate, or divulge any Confidential Information, nor use or utilize any Confidential Information, for and on behalf of the receiving party, or any other person or entity, except as is necessary for each Parties respective performance of the Contract. Notwithstanding the foregoing, the Parties may disclose Confidential Information pursuant to and/or required by applicable law or by an order of a court of competent jurisdiction or of a governmental agency or legislative body.

Confidential Information shall not include (i) information that, at the time of disclosure hereunder, is in the public domain, other than information that entered the public domain by breach of this or any other agreement or in violation of any applicable law; (ii) information that prior to disclosure hereunder, was already in the recipient's possession, either without limitation on disclosure to others or subsequently becoming free of such limitation; (iii) information obtained by the recipient from a third party having an independent right to disclose the information; (iv) information that was independently developed by the Receiving Party without reliance on Confidential Information, as evidenced by written records; or (v) is disclosed with the written consent of the disclosing party.

9. **DESIGNATED PERSONNEL:** The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority shall designate the following individual in the following capacity:

connection with the Contractor's performance of the Work, hereinafter referred to as ("**Confidential Information**"). As such, both Contractor and the Authority, (alternatively, as applicable, the "disclosing party" and the "receiving party"), agree not to disclose, distribute, disseminate, or divulge any Confidential Information, nor use or utilize any Confidential Information, for and on behalf of the receiving party, or any other person or entity, except as is necessary for each Parties respective performance of the Contract. Notwithstanding the foregoing, the Parties may disclose Confidential Information pursuant to and/or required by applicable law or by an order of a court of competent jurisdiction or of a governmental agency or legislative body.

AB Confidential Information shall not include (i) information that, at the time of disclosure hereunder, is in the public domain, other than information that entered the public domain by breach of this or any other agreement or in violation of any applicable law; (ii) information that prior to disclosure hereunder, was already in the recipient's possession, either without limitation on disclosure to others or subsequently becoming free of such limitation; (iii) information obtained by the recipient from a third party having an independent right to disclose the information; (iv) information that was independently developed by the Receiving Party without reliance on Confidential Information, as evidenced by written records; or (v) is disclosed with the written consent of the disclosing party.

9. **DESIGNATED PERSONNEL:** The Authority reserves the right to designate personnel to provide information and to coordinate the Work with the Contractor. The Authority shall designate the following individual in the following capacity:

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Joan Foy, Special Assistant
V.I. Water & Power Authority
No. 9720 Estate Thomas
P.O. Box 1450
St. Thomas, V.I. 00804
(340) 642-7150

The Contractor designates the following individual in the following capacity:

Angelo Quinones, VP and General Manager
Ranger American of the VI, Inc.
P.O. Box 29105
San Juan, Puerto Rico 00929-0105
(787) 999-6060

AA
10. CONTRACTOR'S WARRANTIES: In addition to all Warranties and Representations provided by Contractor to the Authority, the Contractor warrants and represents that Contractor shall supervise and direct the Work, using its best skill and attention. Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the task assigned to him, and that all armed guards must be properly certified.

11. AVOIDANCE OF SEXUAL HARASSMENT: Contractor agrees and acknowledges that the Authority's employees and customers are entitled to an environment that is free of sexual harassment. Contractor agrees that its employees, agents, assigns, and representative will refrain from engaging in any conduct that could be deemed as sexual harassment. Contractor and the Authority agree that sexual harassment shall be defined as:

- Making unwanted sexual advances or demands, requesting sexual favors or making verbal or physical advances.
 - Making general or specific expressions or actions with sexual connotations, which may create a hostile or offensive environment for a customer or employee.
- Q

- > Uttering words or endearment, comments about an employee's or customer's physical attributes or attractiveness, and jokes laced with sexual connotations.

AB Contractor agrees and acknowledges that any report of sexual harassment by the Authority's employees or customers committed by Contractor or its employees, agents, assigns, and representatives will be investigated by Contractor after the presentation of a report from the Authority. If Contractor, or any of its employees, agents, assigns, and representatives is found to have sexually harassed the Authority's employees or customers, this will be deemed a material breach of this Agreement which may, at the option of the Authority, result in termination of this Contract. Contractor agrees and acknowledges that it shall be liable for, and indemnify the Authority for any and all costs, fees and damages related to any claim filed by the Authority's employees or customers for sexual harassment. Contractor shall also defend the Authority against any and all claims brought against it in this matter.

The Authority reserves the right to remove any employee of Contractor if, in the judgment of the Authority, such removal is necessary to protect the best interest of the Authority.

12. **AMENDMENTS TO SERVICE AGREEMENT:** The Parties specifically agree that the following amendments, changes and modifications to the Service Agreement:

Section 3.0 – Modify the first sentence of the first full paragraph as follows:

The Rates per month, per location, payable within thirty (30) days after billing for such services.

Section 4.0 – Delete the last full sentence in its entirety and replace as

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follows: It is further agreed that Contractor's liability shall commence after Contractor signs a receipt for and receives physical custody of all Property; thereafter Contractor's possession of the Property shall terminate when the consignee designated by the Authority receives physical custody (i.e. physical possession or control) of the Property.

Section 5.0 – In addition to the language contained in Clause 5 of the Service Agreement, the Parties specifically agree that Contractor must conform to the requirements set forth at Paragraph No. 14, inclusive of all sub-parts therein, of the General Contract Terms.

Section 7.0 – Delete the first full sentence in its entirety and replace as follows: Contractor agrees to assume liability, as hereinafter limited in Section 10 of the Service Agreement, for any loss, damage or destruction of the Property (hereinafter called LOSS) for all periods of time after Contractor signs a receipt for and receives physical custody of all Property and until such time as when the consignee designated by the Authority receives physical custody (i.e. physical possession or control) of the Property. In the event of non-delivery to the consignee designated by the Authority, then liability shall remain with Ranger until the Property is returned to the Authority, but Contract does not assume liability for Property while in the safe(s) on the Authority locations.

Section 9.0 - Delete the fifth full sentence in its entirety and replace as follows: The Authority agrees to notify the Contractor in writing of any claims for loss with seventy-two (72) hours after said loss is discovered or should have been discovered in the exercise of reasonable care, but in not even more than

sixty (60) days after the date upon which the Property that is the subject of the claim of loss was received by and physically delivered into the Contractor's custody and, unless such notice shall be given, such claim of loss shall be deemed to have been waived by the Authority.

Section 10.4 - Delete in its entirety and replace as follows: Contractor shall not be liable for any shortage claimed within a distinctively and securely sealed shipment of Property that shows no external evidence of tampering or for any shortage within any shipment of Property that is not distinctively and securely sealed.

Section 11.0 - Delete in their entirety the following first two full sentences: *Subject to the terms and conditions above service under this agreement shall commence on November 1, 2014 and shall continue for a period of THREE YEARS. After the first three years of the agreement, it will automatically renew for an additional year, and from year to year after that, unless cancelled with a least sixty (60) days prior written notification to the anniversary date of this agreement.*

Section 14.2 - Change "Sixty (60) days written notice" to "Thirty (30) days written notice."


Section 15 - Performance Bond

Delete in its entirety.

13. PROFESSIONAL GENERAL CONTRACT TERMS: This Contract is subject to the Authority's Professional General Contract Terms annexed hereto and made a part of this Contract as Appendix "A".

14. CONTRACT DOCUMENTS: Contractor shall complete the Work to be performed in accordance with the Contract documents. The Contract documents include:

1. This Contract;
2. The Authority's Professional Contract Terms and Conditions which are attached hereto and fully incorporated by reference herein as Appendix "A."
3. As amended, changed and modified by this Contract at Paragraph No. 11 above, the Contractor's Service Agreement which is attached hereto and fully incorporated by reference herein as Exhibit "A."

 In the event of any conflict, the terms of this Contract and the Contract documents, the Authority's documents, will govern over the provisions of any documents referenced herein. This Contract and Contract documents constitute the entire agreement between the Parties hereto, and all prior understandings or communication, written or oral, with respect to the subject matter of this Contract are merged herein.

15. GOVERNING LAW: The laws of the U.S. Virgin Islands shall govern this Contract. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the Virgin Islands. The Authority shall not invoke the defense of sovereign immunity in any litigation arising under the Contract.

16. WAIVERS AND AMENDMENTS: No waiver, modification, or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties or by their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or

amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

17. **NOTICE:** Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or personally delivered, addressed to the Parties as follows:

The Authority: Julio A. Rhymer, Sr.
Executive Director/CEO
V.I. Water & Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450

The Contractor: Angelo Quinones
VP and General Manager
Ranger American of the VI, Inc.
P.O. Box 29105
San Juan, Puerto Rico 00929-0105

18. **COUNTERPARTS:** This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein.

19. **ENTIRE AGREEMENT:** This Contract may be executed by the Contractor and the Authority individually or in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Contract on
the day, month and year first above written.

Maria Luisa Cuevas
WITNESS

RANGER AMERICAN OF THE VI, INC.

Angelo Quinones
ANGELO QUINONES
VP and General Manager

Damali Rogers
WITNESS

V.I. WATER & POWER AUTHORITY

Julio A. Rhymer 9/5/17
JULIO A. RHYMER, SR.
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

Lorelei Farrington
LORELEI FARRINGTON
General Counsel

8/31/17
Date

Attachments

SERVICE AGREEMENT

THIS AGREEMENT is dated July 23, 2017 between **RANGER AMERICAN OF THE VI, INC.**, duly authorized to do business in the Territory of the United States Virgin Islands, hereinafter referred to as **RANGER** and "**VIRGIN ISLANDS WATER AND POWER AUTHORITY**" hereinafter referred to as **CLIENT**.

WITNESSETH, that: In consideration of the terms, conditions and payments of this contract, **RANGER** and **CLIENT** agree as follows:

1.0 **RANGER** agrees to call for and receive on behalf of **CLIENT**- and receipt therefore, sealed or locked shipments containing money, currency, coin, negotiable instruments, and other documents incident to the making of deposits or withdrawals (hereinafter called **PROPERTY**) and to transport and deliver same in like condition, to the consignee designated by **CLIENT**- and to provide armed guards and armored car service in connection with such transportation between points in, and accordance with, the service, liability, and compensation schedule below, or as stated in the attached, properly executed amendment (s) and/or exhibits (s)

2.0 SCHEDULE:

| SERVICE | FREQUENCY SERVICE |
|--|--|
| Call at: See Addendum I, List of Locations and Prices | ST. Thomas and ST. Croix - Service will be provided from Monday to Friday, except full holidays. |
| Deliver to: Banco Popular's Main Cash Depot on each Island, on the following Business / Banking day. Deposit pickups and Change deliveries to be provided on our regular routes and hours available. | ST. John - Service will be provided on Mondays and Thursdays, except full holidays. |
| | Except for Holiday Service (See Page 2) |

3.0 **CHARGES:** In consideration of the above specified deliveries and services to be rendered by **RANGER**, **CLIENT** agree to pay **RANGER** as follow:


The Rates per month, per location, payable within ten (10) days after billing for such services. The premise time allotment will be ten (10) minutes. Any excess of ten (10) minutes will be charged at \$2.50 per minute. The above rate covers up to 5 bags, any excess of the first 5 bags will be charged at \$0.35 per bag.

3.1 The regular billing stated above does not include deliveries or shipments made on the following holidays: New Year's Day, Three Kings Day, Good Friday, Easter Sunday, Mother's Day, Father's Day, General Elections, Thanksgiving Day and Christmas Day, which holidays are included in SPECIAL TRIPS.

3.2 Other special trips are defined as follows:

- a. When asked to return later because of **CLIENT'S** unfinished deposit.
- b. Any services on the above specified holidays or any service after 6:00 p.m., New Years' Eve and Christmas' Eve, regardless of whether or not it is **CLIENT**- regular schedule.

4.0 It is agreed between **CLIENT**- and **RANGER** that all Property delivered into the care of **RANGER** shall be securely sealed and clearly labeled with the consignee's name and address, and that **CLIENT**- will not conceal or misrepresent any material fact or circumstance concerning the Property delivered to **RANGER** pursuant to this Agreement. Any containers used for transporting Property furnished by **CLIENT**- shall be subject to the approval of **RANGER**. It is further agreed that liability shall commence when any shipment has been received and placed in the possession of **RANGER** and shall terminate when the same shall have been delivered to the designated consignee.

 5.0 **RANGER** represents that it carries liability insurance with a responsible insurance company authorized to do business in the Territory of the Virgin Islands covering its liability as stated in this **AGREEMENT** for loss or damage to the Property consigned to it hereunder and that it carries insurance which, subject to the terms, conditions, and limitations of the contract or contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason or accidents for which **RANGER** is responsible whether contractually or not. **RANGER** agrees to keep such insurance in full force during the full life of this contract. **RANGER** further agrees that it will maintain in force all necessary permits and licenses required by law and that it will comply with all municipal ordinances, state statutes and regulations and federal laws which may be applicable to its operations.

6.0 **CLIENT** agrees that the contents of the containers shall not exceed \$100,000.00 in the aggregate. However, any excess of said sum shall be covered automatically for an additional charge of \$0.35 per thousand or fraction thereof.

7.0 **RANGER** agrees to assume all liability, as hereinafter limited in Section 10 of this agreement, for any loss, damage or destruction of the Property (hereinafter called **LOSS**) from the time the Property is received by **RANGER** until such time as it is delivered to the consignee designated by **CLIENT**- to receive same, or, in the event of non-delivery to the consignee, until its return to **CLIENT**- but **RANGER** does not assume liability for property while in the safe(s) on **CLIENT**- premises. The sole liability of **RANGER** in the event of loss from whatever cause, except here further limited, shall be payment to **CLIENT**- of the declared value as appears on the shipping document.

8.0 **CLIENT** agrees with **RANGER** that in the event of loss, it shall exert best efforts to cooperate with **RANGER** in reconstructing checks constituting a part of said loss and as to said checks, **RANGER'S** liability, except as hereinafter limited shall be the payment to **CLIENT-** of:

8.1 All costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures, attorney's fees and expenses including all costs incurred in attempting the reconstruction of the checks, and other incidental costs incurred by **CLIENT-**.

8.2 The face value of checks which cannot be reconstructed. It is understood and agreed by the parties to this agreement that the words reconstruct, reconstructed, and reconstruction shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include requests by **CLIENT-** to the makers of the missing checks to issue duplicates and in the event the maker refuse to do so, then to assert its legal and equitable rights against said maker or to surrogated such rights to **RANGER** and its assigns. However, **RANGER** shall indemnify **CLIENT-** for the loss regardless of the success or failure of the reconstruction of checks or subrogate its rights to **RANGER**. It is further understood and agreed that the word **SHIPMENTS** wherever used in this agreement shall mean a single consignment of one or more items of Property from one shipper at one time at one address to one consignee at one destination address.

9.0 **CLIENT-** agrees to advise **RANGER**, its agents, servants, and employees, in writing, as to the value of each container being transported on each delivery. **CLIENT-** herewith instructs the **BANK** to advise **RANGER** in writing as to the value of each container that the said **BANK** turns over to **RANGER**. It is specifically understood and agreed that **CLIENT-** shall be bound by the said declared value and that **RANGER** shall not be liable beyond the said declared and written value. It is further agreed that the property being transported at all times belongs to **CLIENT-**. In the event of a discrepancy as between **CLIENT-** and the **BANK** concerning the contents of said container (s) being delivered by **RANGER** such discrepancy shall be resolved between **CLIENT-** and the **BANK** without the intervention of **RANGER**. **CLIENT-** agrees to notify **RANGER** in writing of any claims for loss within 72 hours after loss is discovered or should have been discovered in the exercise of due care, and, in any event, within 30 days after delivery to **RANGER** of the property in connection with the claim is asserted, and unless such notice shall have been given, such claim shall be deemed waived. **CLIENT-** further agrees to furnish proof of loss to **RANGER** or its insurer and promptly assist **RANGER** or its insurer in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, **RANGER** or its insurance company shall be surrogated to all the **CLIENT-** rights and remedies of recovery therefore.

10.0 Notwithstanding any other provisions of this agreement, it is agreed **RANGER** shall not be liable for any loss caused by or resulting from:

10.1 Radioactive Contamination and Explosive Nuclear Assemblies: Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefore or any consequential loss.

10.2 Any legal liability of whatsoever nature, directly or indirectly caused or contributed to by or arising from:

a. Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel

b. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear component thereof.

10.3 Notwithstanding anything contained to the contrary herein it is agreed that **RANGER** shall not be liable for loss or damage directly or indirectly occasioned by, happening through or in consequence of:

a. War, Invasion, Acts of Foreign Enemies, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Military or Usurped Power, Confiscations, or Nationalization, or Requisition or Destruction of or damage to property by or under the order of the Government of Puerto Rico or public or local authority.

b. Loss or Damages as a result of any terrorist acts no land but only with respect to any static locations risks (i.e. items in storage not in transit).

c. Loss caused by or resulting from Risk of Contraband or handling of unlawful goods.

d. Requisition or Destruction of or damage to property by or under the order of the Government of Puerto Rico and/or public and/or local authority.

10.4 Shortages claimed in the contents of the sealed or locked shipments.

10.5 Nonperformance or delays, but **RANGER** agrees to be liable for the safety of any property received into its possession subject to the limitations and restrictions set forth herein.

10.6 **RANGER** shall not be liable to **CLIENT**- for failure to furnish any vehicle or render any service if prevented by wars, fires, strikes, or other labor troubles, acts of God, or where during the existence of any strike or labor disturbance **RANGER** determines that in its judgment the same may danger the safety of **CLIENT** - cargo or **RANGER'S** vehicle or employees. However, **CLIENT** will be notified within a day to take adequate steps to seek other services and terminate the contract, if necessary.

10.7 Breakage of statuary, marble, glassware, bric-a-brac porcelains and similar fragile articles.

11.0 Subject to the terms and conditions above service under this agreement shall commence on November 1, 2014 and shall continue for a period of THREE YEARS. After the first three years of this agreement, it will automatically renew for an additional year, and from year to year after that, unless canceled with at least sixty (60) days prior written notification to the anniversary date of this agreement. **RANGER** agrees that the rates will not change during the first year of this contract, except in the event of increases in "All Risk Insurance" Fuel, Federal Minimum Wage, and /or the FICA, FUTA, disability, unemployment, workmen's compensation, and any other Federal, or State salary taxes. Said increases will be passed along proportionately to **CLIENT**. **RANGER** will give notice to **CLIENT** in advance to the date on which said increase will become effective. However; **RANGER** reserves the right to reopen this agreement at any time after the first year of service, for the sole purpose of increasing **CLIENT'S** service rate.

12. If, for any reason of default in the payment of any sums due "**RANGER**" under the terms and conditions of this agreement "**RANGER**", employs an attorney or a collection agency to collect any delinquent payment. "**CLIENT**" agrees to pay all court and reasonable collection fees incurred by the attorney or collection agency on behalf of "**RANGER**".

13.0 Whenever notice is required or permitted under the term of this Agreement, it shall be in writing and sent via the United States, registered or certified, return receipt requested, and addressed as follows:

To Contract at:

Ranger American of The VI, Inc.
PO Box 29105
San Juan, PR 00929-0105

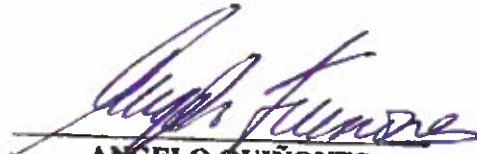
To Client at:

WAPA
P.O. Box 1450
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804-1450

IN WITNESS WHEREOF, the parties hereto execute this Agreement at ST. Thomas US Virgin Islands, on the day and year first above written.

RANGER AMERICAN OF THE VI, INC.

 9/5/17


ANGELO QUINONES
VP GENERAL MANAGER

ADDENDUM I – CLIENT LOCATIONS AND RATES

| <u>LOCATIONS</u> | <u>SERVICE DAYS</u> | <u>MONTHLY RATES</u> |
|--|----------------------------|---------------------------------|
| WAPA – #1 Beltjen Place, ST Thomas, USVI | Monday to Friday | \$710.00 |
| WAPA – Market Place, ST. John | Monday & Thursday | \$945.00 |
| WAPA – 93B Estate Diamond Ruby, Sunny Isle Shopping Annex | Monday to Friday | \$710.00 |

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