

SECURITY SERVICES AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Security Provider Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

CLIENT:

Client Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

SERVICES AND SCOPE:

Provider agrees to furnish security services to Client at the locations specified herein. Services include, but are not limited to, manned guarding, surveillance, patrol, access control, and emergency response as detailed in attached Schedule A. Provider shall perform services in a professional manner consistent with industry standards and applicable laws.

TERM AND TERMINATION:

This Agreement shall commence on the Effective Date and continue until terminated by either party upon thirty (30) days written notice. Client may terminate immediately for cause if Provider breaches any material term. Upon termination, Provider shall promptly return all Client property and confidential information.

COMPENSATION AND PAYMENT:

Client shall pay Provider the fees set forth in Schedule B. Payments shall be due monthly in advance within fifteen (15) days of invoice receipt. Late payments shall bear interest at the maximum lawful rate. Provider shall be responsible for all taxes related to the fees, excluding taxes on Client's income.

INDEPENDENT CONTRACTOR STATUS:

Provider is an independent contractor and not an employee, agent, or partner of Client. Provider shall be solely responsible for all workers' compensation, insurance, and compliance with labor laws for its personnel.

CONFIDENTIALITY:

Each party agrees to maintain confidentiality of all non-public information received from the other party in connection with this Agreement and shall use such information solely for the performance of this Agreement. This obligation shall survive termination.

INSURANCE AND INDEMNIFICATION:

Provider shall maintain comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence. Provider shall indemnify, defend, and hold harmless Client and its officers, directors, and employees from any claims, damages, or liabilities arising from Provider's negligence or willful misconduct in performing services under this Agreement.

COMPLIANCE WITH LAWS:

Provider shall comply with all federal, state, and local laws, ordinances, regulations, and codes applicable to its services. Provider shall obtain and maintain all licenses, permits, and certifications required for performance.

LIMITATION OF LIABILITY:

EXCEPT FOR PROVIDER'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

DISPUTE RESOLUTION:

The parties agree to negotiate in good faith to resolve any disputes arising from this Agreement. If unresolved, disputes shall be resolved by binding arbitration conducted under the rules of the American Arbitration Association in the state specified in the Governing Law provision.

GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

SEVERABILITY:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ENTIRE AGREEMENT:

This Agreement, including any Schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

AMENDMENTS:

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

NOTICES:

All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, certified mail return receipt requested, nationally recognized overnight courier, or electronic transmission with confirmation.

SIGNATURES:

SECURITY PROVIDER AUTHORIZED SIGNATORY

CLIENT AUTHORIZED SIGNATORY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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