**Security Professional Contract Agreement**

This Security Personnel Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe, in his capacity as President and on Behalf of Summer Fun Fest** (the “Client”), with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Security Plus, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers security personnel services and the Client desires to employ the Company to provide such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Company will use its professional knowledge and skills to schedule and provide security personnel to the Client as specifically described in a separate, more detailed manner (which shall be attached hereto and incorporated herein by reference as “Attachment A”) (the “Services”) at the Summer Fun Fest *[or other event]* which shall take place during the dates of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert dates as applicable]* at a location of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert location – downtown area of City or City Park – and a general street address]* (the “Event”). Unless specifically requested by the Client, these Services do not include a security analysis; but rather simply the provision of personnel as requested by the Client. The Services will be performed in a professional manner consistent with first-class security services and in a manner that is courteous and polite to the public to the extent possible under the circumstances. The Client warrants and represents that the Client possesses the authority to engage the Company for the Services requested in connection with the Event.
2. **COMPENSATION.** The Client shall pay the Company for Services provided under this Agreement at the respective hourly rates of the individuals providing the Services. The current rate is $\_\_\_\_\_\_ per hour for basic ***unarmed*** personnel; $\_\_\_\_\_\_\_\_ per hour for basic ***armed*** personnel; $\_\_\_\_\_\_ per hour for ***unarmed*** personnel with advanced skills and experience; and $\_\_\_\_\_\_\_ per hour for ***armed*** personnel with advanced skills and experience. The minimum time charged for any personnel will be one hour. In consideration for the Services, the Client shall pay the Company (“Compensation”) an amount equal to fifty percent (50%) of the estimated total for Services (“Deposit”) as outlined in Attachment A at the time of signing. The remaining balance (“Outstanding Balance”) shall be due to the Company within three (3) business days *[or other time period]* after completion of the Services by the Company. If Attachment A is amended at any point prior to the completion of the Services, the outstanding balance due at completion of the Services shall reflect any change (either increase or decrease) that has been agreed to by the Parties. The Client specifically understands that the Outstanding Balance for Services is based upon Attachment A plus any changes, oral or written, requested by the Client and performed by the Company.

The Services shall be rendered during the times and at the posts indicated in Attachment A. However, should the Client at the time of the performance of the Services, desire to extend the time period for the Services (“Additional Services), the Company may, in its sole discretion, accept such Additional Services subject to the applicable hourly rate for that individual’s experience as represented above. The fee for Additional Services shall be included into the Outstanding Balance billed to the Client and due within three (3) business days after the completion of the Services. If no Additional Services are requested, then this Agreement shall automatically terminate at the completion of the final shift of the Staff (as defined below) and any necessary paperwork, daily logs, etc.

1. **CANCELLATION.** A minimum of \_\_\_\_\_\_\_\_ *[insert days for notice]* days’ notice prior to the start of the Services is required to cancel the Agreement and to avoid the Company retaining \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert a specific dollar amount or percentage to retain]* of the Deposit as a cancellation fee. If the cancellation is the result of the Company, all funds paid to the Company by the Client will be refunded to the Client, including the Deposit, within *[insert number of days]* days following cancellation by the Company.
	1. **Cancellation by Venue**. Should the location/venue cancel the Event, and thus the need for Company’s Services, for any reason beyond the control of the Client, the Company shall refund any funds paid to it by the Client following notification by the Client of such cancellation by the location/venue. The Company shall have no responsibility and liability beyond these terms.
2. **STAFF**. The Company shall assign security personnel (“Staff”) (as determined by the Parties’ agreement for Services and various other factors as outlined in Attachment A) exclusively for the performance of the Services. The Company reserves the right to change any Staff assignment and substitute another Staff member at any time due to illness or other emergency. Staff shall be allowed a 15-minute break for every four (4) hours of work and one (1) hour for a lunch break should the length of Services last over six (6) hours in one shift.
	1. **Confidentiality**. The Staff may, during the performance of the Services, overhear or be privy to business or propriety information discussed at the Event. Such information shall remain confidential and shall survive the termination of this Agreement.
	2. **Restrictions**. The Staff shall not drink any alcoholic beverages during the performance of the Services regardless as to whether such alcohol was bought by the Staff member or bought by an Event guest for that Staff member. No smoking is allowed by the Staff except at specified break times and in an outside location reasonably away from any Event festivities (and in designated areas of a location/venue if posted).
	3. **Supervision**. The Company’s supervisory personnel shall make periodic (but unannounced) visits to the posts to ensure compliance by the Staff with all requirements relative to the Services.
	4. **Cooperation**. The Staff shall cooperate with any official law enforcement agencies that have authority to act at the Event. Such cooperation shall include filing reports of incidents and calling in law enforcement officers for incidents requiring assistance from or intervention by a law enforcement officer.
3. **STAFF TRAINING**. The Company affirms the following concerning the Staff: (i) all have basic security officer training, which shall include powers of arrest, report writing and patrol practices; (ii) all have valid cardiopulmonary resuscitation (CPR) cards; (iii) any Staff who carry handcuffs, batons, OC pepper spray, or Tasers has valid proof of certified training in their use; (iv) all have the ability to speak, read, and write English at a passable level; (v) all have knowledge in writing a security incident report and keeping accurate daily activity logs; (vi) all have been trained when and how to call 911, use any site radios or company radios that are monitored by a dispatcher, and know how to communicate professionally with them; and (vii) all will wear uniforms with no additions like hats, beanies, or jackets that are not approved by the Company.
4. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all licenses and/or permits required to provide the Services. Additionally, the Company affirms that the Staff who shall perform the Services each has valid and current federal/state/local licenses required to perform the Services, including – if applicable – the possession and use of a firearm. The Company acknowledges that this information may be subject to verification by the Client prior to the initiation of the Services.
5. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all Staff have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Staff have any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, weapons, child abuse, violence directed at children, crimes against an individual (*i.e.,* battery or assault of any kind), and is not listed as a sex offender on either a federal- or state-based registry. Additionally, for purposes of federal immigration law, each Staff has provided the Company with documentary evidence of identity and eligibility for employment in the United States.
6. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an injury, illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the event.
7. **INDEMNITY**. The Company shall defend, indemnify and hold harmless the Client, its affiliates, officers, directors, managers, partners, employees, members, shareholders, representatives, agents, successors and assigns (each an “Indemnified Party” and collectively, the “Indemnified Parties”), from and against all third-party claims, demands, suits, actions, expenses, judgments, obligations, damages, charges, losses and liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including without limitation the fees and expenses for attorneys, expert witnesses and consultants) that may be imposed upon, incurred by or asserted against, arising out of, or resulting from:
8. any negligent or tortious act, error or omission attributable in whole or in part to the Company; and
9. any failure by the Company to perform its obligations, either express or implied, under this Agreement;
10. bodily injury, death of any person, or damage to real or tangible, personal or intellectual property resulting from the Company’s negligence or wrongful acts or omissions;
11. any breach of any of the Company’s representations, warranties or obligations under this Agreement.

Notwithstanding the foregoing, the indemnification obligation set forth above shall not include any claims, demands, judgments, suits, actions, expenses, losses or liabilities, including costs and attorney’s fees, which are caused solely by the negligence of the Indemnified Party seeking to enforce such obligation.

1. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate providing coverage for, among other things, errors and omissions, workers’ compensation, and excess liability coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any work shall be abandoned and any funds refunded to the Client within five (5) business days of termination.

1. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a Party and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services as performed by the Company, shall be brought in a court of competent jurisdiction in the County of *[insert county of Company]*, state of *[insert state in which Company is located]*. The prevailing party shall be entitled to collect any reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE, IN HIS CAPACITY AS PRESIDENT AND**

 **ON BEHALF OF SUMMER FUN FEST**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **SECURITY PLUS, INC./LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative

**ATTACHMENT “A”**

**DESCRIPTION OF SERVICES**

(to immediately follow)