



Revised 10.26.2020

## SHT Security Service Contract Agreement

This Contract Agreement is made on \_\_\_\_\_, between:

1. Smith, Hall, and Tunson Legal Services, having its' principle business at, P.O. Box 350217 Westminster, CO 80035, USA of the First Part; AND
2. \_\_\_\_\_, having its office / premises at \_\_\_\_\_, USA of the Second Part.

Whereas SHT Security is engaged in the business of providing Security Services companies, corporate offices, Banks, etc. through out USA, represented by its Authorized Members AND, Whereas \_\_\_\_\_ is engaged in the business of Security Services represented by its Authorized Representative Members.

1. SHT Security will provide Security Service arrangements at the offices/premises of \_\_\_\_\_ To further state in terms of Appendix A.
2. The Contract shall commence from \_\_\_\_\_ and continue to run for a term of \_\_\_\_\_ year(s) from the effective date and thereafter automatically renewed for consecutive \_\_\_\_\_ year periods until terminated by either party, in writing, at least thirty (30) days prior notice to end on an anniversary of the Effective Date. If any Services are provided prior to the Effective date, this Agreement shall apply to such Services.

### DEFINITIONS:

"Agreement" means these terms and conditions, the schedules and any exhibits or attachment hereto.

"Customer" means the customer specified in the schedule.

"Effective Date" means the date specified in the Schedule.

"In writing" or "Written Document" shall include any written communication which has been signed by a person authorized to represent the party, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.

"Losses" means losses as stipulated in applicable law including, but not limited to, any and all claims, losses, liabilities, damages, actions, demands or expenses (including, but not limited to, all reasonable attorneys fees or costs of suit which a party may incur as a result of or in connection with the provisions of the Services under this Agreement).

"Schedule" the cover page to which these terms and conditions are attached.

"Scope of Work" means the specification of the Services provided by SHT Security to the customer under this Agreement, incorporated into this Agreement by reference, and attached

hereto as Exhibit A. (Service Agreement for some jurisdictions)

"Service Fee" mean SHT Security charges to the Customer for the provision of the Services as set out in the [Scope of Work/ Exhibit B/ Service Agreement] as well as charges for anything additionally service agreed between the parties. Such charges may be varied from time to time in accordance with the terms of this Agreement.

"Services" means the Services to be provided by SHT Security under this Agreement, as specified in the Scope of Work.

"SHT Security" means the Smith, Hall, and Tunson Legal Services", Colorado, USA, specified in the Schedule.

"Site/s" means such premises at which the Services are to be performed, as specified in the Scope of Work.

SHT Security AND \_\_\_\_\_ AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

### SCOPE AND PERFORMANCE OF SERVICES:

1. SHT Security agrees to provide the Services to the Customer under the specific terms set out in this Agreement. All equipment, software, materials and / or documentation supplied by SHT Security shall always be the property of SHT Security, unless otherwise agreed in writing between the parties.
2. SHT Security will arrange deployment of trained and uniformed personnel with best endeavors to conduct the offered services and assist in protection of legitimate interests and items at the office/premises of \_\_\_\_\_
3. The Security personnel deployed at \_\_\_\_\_ establishment will be employees of SHT Security and the necessary statutory requirements such as minimum wages, ESI (executive security income), PF (provident fund) etc. shall be the responsibility of SHT Security, which is a division with Smith, Hall, and Tunson Legal Services. Ltd only to the extent paid by the client.
4. SHT Security shall have right to change personnel assigned for the Services at any time. The customer may request changes in SHT Security personnel, but SHT Security in its sole discretion will determine any action to be taken based upon such a request. Customer requests to change personnel shall be made in writing stipulating the reasons for requesting the changes.
5. SHT Security will provide necessary supervision to ensure suitable performance of the offered security service in accordance with the existing assignment brief agreed upon between the parties to the Contract.
6. SHT Security will perform the offered Security service, acts and matters connected with the administration, superintendence, and conduct of security arrangements on the basis of the terms defined herein and in accordance with such amended directions that \_\_\_\_\_ may from time to time desire, as are earlier mutually agreed between the parties to the Contract.
7. SHT Security shall not be obliged to follow any instructions of the Customer other than those specified in the Scope of Work. If, in the performance of the Services, the Customer gives instructions outside the Scope of Work, which alter or affect the performance of the Services, the Customer shall be solely responsible for all consequences deriving from such instructions and shall indemnify SHT Security harmless in respect thereof.

Client Initials: \_\_\_\_\_

SHT Security Initials: \_\_\_\_\_



8. Subject to the terms of this Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. Should such adjustments and/ or additions in SHT Security opinion require an adjustment, SHT Security shall notify the Customer of such required adjustments to the Service Fee. The parties shall negotiate in good faith on any and all requested adjustments and/or additions to the Services, the Service Fee or this Agreement. In order for any changes to the Services, Service Fees and/or this Agreement to be binding for the parties, all adjustments and/or additions must be agreed in writing with an authorized official of the relevant parties. For the purpose of clarity, SHT Security employees providing the Services are not entitled to agree to adjustments and/or additions to the Services unless it is agreed in writing between both parties. However, SHT Security shall be entitled to amend the Agreement in order to comply with public instructions, orders, rules and legislations applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Customer unless expressly opposed in writing within ten (10) days from their communication. In case of opposition, SHT Security shall be entitled to terminate the Agreement for good cause.

9. SHT Security does not guarantee a function or result of the Services or accept overall responsibility for the Security at the Customer's Site/s. Unless otherwise agreed in the Scope of Work, SHT Security is not engaged as a Security Consultant. SHT Security makes no representation, express or implied, that its Services will prevent any loss or damage. However, SHT Security is committed to perform its duties with due diligence.

**SERVICE FEES:**

1. The Customer shall pay the Service Fee to SHT Security for the provision of the Services as specified in Scope of Work.
2. Service Fee Adjustment: SHT Security shall be entitled to adjust the Service Fee during the term of this Agreement upon ten (10) days written notice to the Customer in case SHT Security costs for the provision of the Services increase due to (i) increased labour costs or costs related to cars or other equipment provided, (ii) changes in insurance premiums and/ or (iii) changes in legislation or regulations relating to the Services.
3. Service Tax: All sums payable under this Agreement are exclusive of Service Tax and other taxes or duties as applicable, which shall be payable in addition to the specified Service Fees.

**APPENDIX C –PRICING SCHEDULE FOR SERVICES PROVIDED BY SHT SECURITY**

Budget to be provided by SHT Security:

Guards: \_\_\_\_\_ at a Cost per Month of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per calendar day – must be pro-rated for partial months)

Guard Supervisors: \_\_\_\_\_ at a Cost per Month of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per calendar day – must be pro-rated for partial months)

Guard Managers: \_\_\_\_\_ at a Cost per Month of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per calendar day – must be pro-rated for partial months)

Non Commissioned Officer \_\_\_\_\_ at a Cost per Month of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per calendar day – must be pro-rated for partial months)

Commissioned Officer \_\_\_\_\_ at a Cost per Month of \$ \_\_\_\_\_ (\$ \_\_\_\_\_ per calendar day – must be pro-rated for partial months)

Total Budget: \_\_\_\_\_

Total Cost per Month for Budget: \$ \_\_\_\_\_ (Cost per Calendar Day for All Cadre \$ \_\_\_\_\_ must be pro-rated for partial months)

Line Items for Equipment:

One Time Uniforms / Equipment Charge for Budget: \$ \_\_\_\_\_ (Cost is \$300.00 per person w/out arms; \$600.00 w/arms)

Client will not be responsible for purchasing any weapons or ammunition. Properly arming SHT Security personnel is a key requirement to providing the services required through this Contract. By determination of SHT Security personnel in armed categories while performing security duties shall a 9 mm pistol. Weapons required by the client for performance of this contract, listed below, are included in the Fixed Monthly Labor Rates:

*Client Initials:* \_\_\_\_\_

*SHT Security Initials:* \_\_\_\_\_





9mm Number required \_\_\_\_\_.

Ammo 9 mm (45-round basic load)

SHT Security Personnel shall possess the following minimum uniform/equipment included in the Fixed Monthly Uniform/Equipment Charge:

1 Set of summer uniform for each guard

1 set of winter uniform for each guard (cold / inclement weather)

Specific Fixed Monthly Labor Rates and Equipment Fixed Unit Rates for services rendered by the SHT Security are fixed for the duration of this Contract and the duration of any resulting Task Order.

Fixed Monthly Labor Rates are fixed for the duration of this Contract and shall include the following:

Salaries

Pension (None)

Vacation/Holidays (Not Paid)

Other and All Fringe Benefits if any (None)

Bank Charges

Medicine (None)

Training Cost

Food stipend (None)

Weapon – 9mm / PKM

Ammo 9 mm (45-round basic load)

SHT Security Administrative Overhead

Profit

Work Schedule and Pay

All SHT Security guards, guard supervisors, and guard managers (“guard employees”) are normally required to work 40 hours per week. However, all such guard employees shall be required to such additional hours as deemed necessary by the Client for the proper performance of their duties, and the Client shall obtain the consent of its guard employees to work such additional hours. The Client shall designate all shift hours and schedules to be worked by all guard employees based on the security needs and requirements under this Contract.

All guard employee work hours and schedules set by the Client, and all salaries and benefit payments, shall comply with applicable USA law and legal documents, including but not limited to overtime payment laws, under USA Civil Servants Law and USA Labor Code.

Minimum Salaries and Hazard Pay

The SHT Security agrees to pay the following minimum salaries to each of the labor categories included above:

Armed Guards - \$ \_\_\_\_\_ per month (base salary plus hazard/incentive pay)

Guard Supervisors - \$ \_\_\_\_\_ per month (base salary plus hazard/incentive pay)

*Client Initials:* \_\_\_\_\_

*SHT Security Initials:* \_\_\_\_\_



Guard Managers - \$ \_\_\_\_\_ per month (base salary plus hazard/incentive pay)

Officers - \$ \_\_\_\_\_ per month (base salary plus hazard/incentive pay)

**Invoicing and Adjustments**

All Labor Charges are billed on monthly firm fixed price basis and represent total price for provision of all labor positions included in the approved scope of work and budget.

Deductive Changes may be applied for all missing units, determined “not received/supplied” by Client’s Technical Manager in accordance with the pricing below:

Armed Guards - \$ \_\_\_\_\_ per person per calendar day

Guard Supervisors - \$ \_\_\_\_\_ per person per calendar day

Guard Managers - \$ \_\_\_\_\_ per person per calendar day

Officers - \$ \_\_\_\_\_ per month (base salary plus hazard/incentive pay)

**INSTRUCTIONS FOR INVOICING AND APPROVAL PROCESS**

All invoices must contain the following information:

Name and complete address of SHT Security;

Date of invoice;

Description of services/products being billed.

Name and complete address of SHT Security official/bank to send payment to (if payment is to sent to a bank account, provide complete account no. and bank address); and

Name and complete address of Contractor official to notify if the invoice is found to be defective.

Contract number

A certification signed by an authorized representative of the SHT Security, as follows:

“The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of (the Contractor’s name) in accordance with the terms of this Contract and are correct.

The Contractor shall submit one (1) original and two (2) copies of its invoice to the following:

Client Name

Client Email

And

Client Invoicing Address

*Client Initials:* \_\_\_\_\_

*SHT Security Initials:* \_\_\_\_\_



SHT Security AND CLIENT FIELD CONFIRMATION PROCESS OF CONTRACT INVOICE/INVOICES

1. Review and Confirmation of Labor

- a. SHT Security will maintain shift logs daily for all security personnel. The security staff will sign before and after each shift. Guard supervisors will verify and sign the log. CLIENT's and SHT Security representative(s) will also verify and sign the logs daily. If discrepancies are found they will be annotated on the log and initialed by each party.
- b. Daily logs will be used by SHT Security to generate a summary report monthly showing all positions filled and staff utilized each month. CLIENT's and SHT Security representative will sign the report to certify the monthly staffing. This report will be forwarded to SHT Security finance department for invoicing.
- c. SHT Security will utilize the monthly report to generate an invoice. SHT Security will forward the invoice with supporting documents to the CLIENT's Program Security Manager for Payment processing.

2. Review of Other Direct Cost Quantities – Fixed Unit Prices

- a. CLIENT's Security Manager reviews SHT Security invoice to confirm that all other direct costs charged on the monthly invoice accurately reflect the items and quantities provided per the contract.
- b. All questionable costs raised on the invoice are brought to the attention of SHT Security for response or removal.

PAYMENT:

- 1. SHT Security will raise the monthly bills to \_\_\_\_\_ at the mutually agreed prices, for the services on or about the first working day of each month for the service provided for the pervious month. \_\_\_\_\_ will make the total payment of the bills within five working days from the presentation of bills by SHT Security, each month, by way of cheque/Demand Draft/ Bank Transfer issued in the name of “\_\_\_\_\_”, to enable SHT Security to pay all the deployed and deputed work force by seven of the month as applicable by laws. The parties agree that the payout under the contract is contingent upon timely payments by \_\_\_\_\_ to the SHT Security. This is done to protect the principal employer's interest.
- 2. However, SHT Security is committed to fund for the salary of the Security Personnel deployed at the site for the first Salary Circle on completion of performance of the preceding month. But from the next salary circle, SHT Security will make payment to the deployed Security Personnel of the site only after getting its invoices remitted by the Client.
- 3. Customer's Failure in Payment: In case of Customer's failure to pay any amount when due will be considered a material breach by the Customer. A late charge of 1.5% per month will be added to balances not paid within thirty (30) days of the date of invoice. Customer must notify SHT Security in writing of any dispute regarding the amount of an invoice within three(3) days from the date of receipt of the invoice, otherwise all disputes will be deemed waived. Customer will bear all costs associated with Company receiving payments due for services rendered under this Agreement. SHT Security may institute suit or collection services to collect amounts owed to SHT Security under this Agreement and the Customer agrees to pay all costs including Attorney's Fee of such suit or collection.
- 4. Suspension: In the event of payment SHT Security delay, may suspend the performance of Services rendered under this Agreement, upon ten (10) days prior written notice. Suspension will not release the Customer from any of its obligations under this Agreement,
- 5. Immediate Cash Payment: In case of non-payment based on liquidity problems of the Customer, SHT Security may condition the continued performance of the Services on immediate cash payment for Services already rendered (whether or not invoiced) and/or for Services to be rendered.

LIMITATION OF LIABILITY:

- 1. Liability for Losses: SHT Security liability for Customer Losses and any other liability under this Agreement shall be limited as set out under in this Article. The Customer agrees that the Service Fee reflects SHT Security assessment of the risks and exposures based on information provided by the Customer and that the Agreement and the Scope of Work is conditioned upon the fact that SHT Security liability in this Agreement is limited as provided herein.
- 2. Exclusion of Indirect and Consequential Damages: SHT Security shall in no event be liable for any indirect or consequential damages, including, but not limited to, loss of profit, purely financial loss, loss of income, business or revenue, even if SHT Security has been advised of the possibility of such losses or damages. Further, SHT Security will not be held responsible for any damages / sabotage and other acts caused to the premises of the Customer due to activities of trade unions / riots etc. or any other events of “force majeure”, acts of God / Nature etc. which are considered as beyond the direct control of SHT Security.
- 3. Negligent or Willful Act of personnel of SHT Security: SHT Security will be responsible for damages or loss arising directly from the negligence or willful act of its personnel within the defined responsibilities assigned to them subject to force majeure, timely payments of invoices and the report of a joint committee represented equally. In case of any theft or negligence the Client will inform the Service Provider of the incident within the shortest possible time and provide a copy of the FIR (first incident report) filed and any other document which is required by the Service Provider to realize the insurance claim.

Client Initials: \_\_\_\_\_

SHT Security Initials: \_\_\_\_\_



4. Maximum Liability: Notwithstanding anything to the contrary in this Agreement the liability of SHT Security shall be restricted up to a maximum amount equivalent to the Service Margins of one month.

5. Notification Limits for Claims: The Customer shall notify SHT Security of any claim arising from the Services in reasonable detail and in writing within ten (10) days on which the Customer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim, provided, however, that if the Customer does not provide such notice to SHT Security within thirty (30) days from the occurrence, SHT Security shall have no obligation to pay any compensation whatsoever relating to such claim.

**UNDERTAKES TO:**

1. Pay to SHT Security an amount based on unit rates as agreed (Appendix "A B & C")
2. \_\_\_\_\_ for the security arrangement would, however, vary with the changes in the number of security personnel and arrangement, as may amend the amount of charges.
3. Make timely payments after presentation of bills within five clear working days.
4. Make payments by way of cheque/Demand Draft/ Bank Transfer issued in the name of "\_\_\_\_\_" payable at the State. In the event that any of the payments due to SHT Security pursuant to this Agreement are overdue beyond 30 days, SHT Security shall be entitled to claim interest on the outstanding amount at the rate of 1.5% per month, from the date on which the sum became due until the date on which payment is received.
5. Not make any short payments or apply deductions except the statutory deductions without prior formal acceptance by both parties. \_\_\_\_\_ If any deductions are agreed after mutual discussions, such deductions would be adjusted in the bills in the following month.
6. Separately pay extra for any additional services requested that are beyond and is in addition to the security service arrangement referred in this Contract.
7. \_\_\_\_\_ would, at its sole cost, arrange complete valid insurance cover for their entire premises, property and all belongings at the subject premises.
8. To immediately inform SHT Security of any changes that in the opinion of \_\_\_\_\_ could impact the security arrangements of the premises or that necessitate a change in the assignment supervision / instructions.
9. The security service arrangement stipulated in this Contract is for the captive use of \_\_\_\_\_ and will not be sub-contracted or used by or for any third party.
10. To not Contract or employ any employee/s of SHT Security within a period of twelve months of having left the services of SHT Security or within twelve months from the date of termination of this Contract, for security services or any other employment.
11. \_\_\_\_\_ will be carrying out a monthly appraisal of services provided during the month and report critical incidents if any to SHT Security.
12. Indemnification: The customer shall indemnify and hold SHT Security harmless from and against any losses, which SHT Security may incur or which may be made against SHT Security by any third party as a result of or in connection with the performance of the Services under this Agreement unless such Losses arise from any negligent act or omission on the part of SHT Security, its employees, agents or subcontractors. SHT SECURITY AND \_\_\_\_\_

**BOTH AGREE THAT:**

1. \_\_\_\_\_ will pay Services Tax under Notification issued by Government of USA, Internal Revenue Service, on the total billing per month. Any revisions / increases in statutory levies would be payable by \_\_\_\_\_.
  2. \_\_\_\_\_ shall have the right to recommend, within reason, the change of any security personnel, within 24 Hours. Similarly, SHT Security reserves the rights to change / rotate the Security personnel, with prior intimation of 2 days to \_\_\_\_\_
  3. The rates charged under this contract are governed by the applicable minimum wages and other statutory costs at that time of deployment of services by SHT Security, for the relevant State / Central Government and any increase in statutory obligations including minimum wages by such govt. will attract pro-rata increase in the price. SHT Security will raise invoices incorporating such revisions / amendments in it and the \_\_\_\_\_ will remit payment accordingly.
  4. \_\_\_\_\_ will deduct TDS (tax deduction at source), as per applicable tax laws and applicable Government rules and will issue the appropriate TDS certificate to SHT Security, required to be issued under applicable tax laws, in the name of "\_\_\_\_\_".
5. In case of any negligence on part of the security personnel deployed at the office/premises which cause loss/damage to the Client, an investigation will be conducted by a Joint Investigation Committee comprising of equal number of members of both the parties and will submit its report, fixing responsibility of such negligence, to both the Management.

**TERM AND TERMINATION OF CONTRACT**

1. This Contract is valid for \_\_\_\_\_ year from the date of commencement and will be automatically renewable for equal periods on mutually agreed revised terms unless either party terminates the same by giving one month's notice in writing before the end of the Contract period or payment in lieu of the notice period. However, either party may terminate this contract without any cause or penalty for convenience by giving prior notice in writing of one month to the other party.
2. Either party may terminate this Agreement for good cause upon ten (10) days' prior notice to the other party. Good Cause for SHT Security will include, without limitation: (a) any material or persistent minor breach by Customer of its obligations under this Agreement, (b) cancellation of or a material change to any of SHT Security insurance coverage relevant to this Agreement, (c) a change in applicable laws or regulations that has a material affect on, or causes a material change to the obligations of SHT Security under this Agreement, (d) if the Customer becomes insolvent, an application for insolvency procedure or similar has been submitted by or against the Company, or (e) any act, omission or conduct of the Customer, which in SHT Security reasonable opinion, brings or may bring SHT Security business or reputation into disrepute.
3. In case of termination of the contract between the Client and the Service Provider, for any reasons whatsoever, or without any reasons for convenience, it shall be the obligation of the Client to settle the dues of the Service Provider in full before the actual withdrawal of service. Any delay in remitting the full and final payment will result in the Service Provider continuing to occupy the site and billing the Client for the period on full rates but with no obligations. If termination of this Agreement is due to Customer's material breach of this Agreement, the Customer shall reimburse SHT Security for any loss incurred due to such breach.
4. Upon termination of this Agreement, SHT Security shall be discharged from all further performance under this Agreement and shall be entitled to enter the site/s and recover any equipment, materials, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to SHT Security.

**GROUND FOR RELIEF:**

Client Initials: \_\_\_\_\_

SHT Security Initials: \_\_\_\_\_





1. Force Majeure: The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the direct control of a party such as fire, war, mobilization of military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of Transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstances as referred to in this Article.

2. Notice: The party intending to claim relief under above Article shall inform the other party without delay on the occurrence and on the cessation of such circumstance.

3. Customer's Relief: If grounds for relief prevent the Customer from fulfilling its obligations, the Customer shall reimburse SHT Security for costs incurred in securing and protecting the site/s. The Customer shall also reimburse SHT Security for costs incurred for personnel, sub-contractors and equipment which, with the consent of the Customer, are held in readiness to resume the Services.

4. Termination Relief: Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement and the Services with immediate effect by written notice to the other party if performance of the respective undertakings is delayed more than thirty (30) days by reason of any grounds for relief as described in the said Article of Force Majeure.

**5. CONFIDENTIALITY AND DATA PROTECTION:**

1. Confidential Information: Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the delivery of Services and performance of any other duties under this Agreement. Information shall be considered to be confidential if it has been designated as confidential by the disclosing party at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential. For purpose of clarity, SHT Security Service Plans (the "Security manual" and/ or similar documentation) shall always be considered as confidential information for the purpose of this Article. And is protected by intellectual property rights.

Neither party will have any duty of confidentiality under this Agreement with respect to information which: (i) is or subsequently becomes publicly available without breach of any obligation under this Agreement, (ii) was in the possession of the other party prior to the time of first disclosure hereunder, (iii) is developed by the other party without any use of or reference to any confidential information received from the disclosing party, (iv) is obtained without restriction from a third party reasonably believed by the other party to be free to provide such information without breach of any obligation owed to the disclosing party, (v) is disclosed with the prior written approval of the disclosing party, or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other Government Body.

2. Data Protection: The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained through out the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement.

**6. REPRESENTATIONS AND WARRANTIES.**

6.1 The Contractor represents and warrants to the Client that:

(a) The Contractor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of its obligations in this Agreement;

(b) The Contractor's entering into this Agreement with the Client and its performance of the Services do not and will not conflict with, or result in any breach or default under, any other agreement to which the Contractor is subject;

(c) The Contractor has the required skill, experience and qualifications to perform the Services in accordance to the standards set forth in this Agreement, and shall perform the Services in accordance with the standards set forth in this Agreement. The Contractor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; and (d) All Services shall be performed by the Contractor in compliance with all applicable federal, state, and local laws, rules and regulations.

6.2 The Client hereby represents and warrants to the Contractor that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

**INDEMNIFICATION.**

7.1 The Contractor shall defend, indemnify and hold harmless the Client, its affiliates (\_\_\_\_\_) and the City, and their respective officers, directors, departments, employees, representatives, agents, successors and assigns (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all 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:

(a) any negligent or tortious act, error or omission attributable in whole or in part to the Contractor; and (b) any failure by the Contractor to perform its obligations, either express or implied, under this Agreement; and

(c) bodily injury, death of any person, or damage to real or tangible, personal or intellectual property resulting from the Contractor's negligence or wrongful acts or omissions; (d) any breach of any of the Contractor'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 (other than the City) seeking to enforce such obligation.

7.2 The Client may satisfy any obligation under such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

**INSURANCE.**

The Contractor shall maintain or cause to be maintained, the following insurance coverages at its sole expense:

(a) Commercial General Liability Insurance with minimum limits of:

*Client Initials:* \_\_\_\_\_

*SHT Security Initials:* \_\_\_\_\_





- \$1,000,000 per occurrence for Bodily Injury and Property Damage
- \$2,000,000 General Aggregate - other than Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate
- \$100,000 Fire Damage Liability
- \$10,000 medical expense per person

This coverage shall be written on an Occurrence form basis including coverage for Blanket Contractual Liability, terrorism and provide for severability of interest between insureds. This coverage should include a law enforcement or security services endorsement. The Client, the City and their designated affiliates, shall be named as additional insureds. The policy shall provide that the coverage is primary and non-contributory with any self-insurance or other insurance available to Client.

- (b) Security Guard Errors or Omissions Insurance with minimum limits of:
  - \$5,000,000 each occurrence
  - \$10,000,000 aggregate

This insurance shall include coverage for false arrest, discrimination, humiliation, assault and battery, terrorism, first aid errors and omissions. The Client, the City and their respective designated affiliates shall be named as additional insureds. The policy shall provide that the coverage is primary and non-contributory with any self-insurance or other insurance or self-insurance available to the Client, the City or their respective affiliates.

- (c) Workers' Compensation with the States Statutory limits The policy shall apply to all Conservancy's employees and persons employed or hired to perform or provide Services and/or Additional Services.

- (d) Employers' Liability with minimum limits of:
  - \$500,000.00 minimum each person
  - \$500,000.00 minimum each accident

- (e) Auto Liability Insurance with minimum limits of:
  - \$1,000,000 each accident Coverage shall apply to all owned, hired and non-owned vehicles and provide personal and property protection insurance, including residual liability insurance the States no fault insurance law. Such insurance shall provide contractual liability coverage, apply on a primary and non-contributory basis with any self-insurance or other insurance available to the Client, the City or their respective affiliates. The Client, the City and their designated affiliates shall be included as insureds.

- (f) Excess/Umbrella Liability Policy with minimum limits of:
  - \$5,000,000 each occurrence for Bodily Injury and Property Damage
  - \$5,000,000 General Aggregate- other than Products/Completed Operations
  - \$5,000,000 Products/Completed Operations Aggregate The policy shall apply excess of and be no less broad than coverage provided by Commercial General Liability, required herein, and the Client, the City and their designated affiliates shall be named as additional insureds. All insurance policies shall be issued by insurers with a Best's Rating of A- or above unless otherwise approved by the Client.

To the extent available on commercially reasonable terms, all insurance policies shall provide that they may not be canceled or materially changed without at least thirty (30) days' prior written notice to the Client. Certificates of insurance evidencing such coverage shall be in a form reasonably acceptable to the Client. The Contractor shall be responsible for payment of all deductibles or self-insured retentions contained in any insurance required of the Contractor under this Agreement. The Contractor shall cause the insurers of coverages required herein to waive any rights of subrogation against the Client, the City and their respective affiliates.

**ASSIGNMENT.**  
The Contractor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Client's prior written consent. Any assignment in violation of the foregoing shall be null and void. The Client may assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.

- MISCELLANEOUS:**
1. Independence: SHT Security is an independent contractor. Nothing in this Agreement shall create a partnership or relationship of principal or agent or employer and employees.
  2. Severability: If any provision of this Agreement is held to be unenforceable, it shall be modified so that it is enforceable to the maximum extent permitted under applicable laws and all other terms shall remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement, and all other terms of this Agreement will remain in full force.
  3. Notices: All notices to be delivered under this Agreement shall be in writing and made by courier, facsimile, email, overnight mail or certified mail, addressed to the other party at its address set forth in the schedule or at such other address as the other party may have designated in writing. Any notice so sent shall be deemed received as follows: (i) if hand delivered, on delivery, (ii) if by commercial courier, on delivery, (iii) if by registered mail three (3) business days after mailing, and (iv) if by facsimile, upon receipt.
  4. Assignment: neither party will assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. However, SHT Security may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.
  5. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements and correspondence, oral or written, between the SHT Security and the Customer. Any representations, promises or agreement will not be enforceable.
  6. Changes and Amendments: All changes and amendments to this Agreement, or any part hereof, will be binding on either party only if approved in writing by an authorized representative of that party.
  7. Survival: This Agreement shall terminate by expiry or by termination of the Agreement in accordance with its terms. Articles that by their wording have effect after the termination shall continue to apply between the parties according to the terms of that Article.

**SETTLEMENT OF DISPUTE AND JURISDICTION**

1. Any claim, dispute, or controversy arising out of, or in relation to, this Contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days, be satisfactorily resolved by mutual understanding between the parties, shall be finally settled through arbitration.
2. The arbitration proceedings shall be conducted in accordance with local and federal provisions of by a sole arbitrator, who shall be mutually appointed by the parties. The venue of arbitration shall be the U.S. court system County, District, and Federal: proceedings shall be conducted in the English language. The parties mutually agree that the arbitration award shall be final and binding on the parties.
3. The Parties submit to the exclusive jurisdiction of the Country and State

*Client Initials:* \_\_\_\_\_

*SHT Security Initials:* \_\_\_\_\_





For, \_\_\_\_\_ For, \_\_\_\_\_  
Authorized Signatory Authorized Signatory

Name: Name:

Date: Date:

Company Seal: Company Seal

*Client Initials:* \_\_\_\_\_

*SHT Security Initials:* \_\_\_\_\_