

# SECURITY GUARD SERVICE AGREEMENT

This Security Guard Service Agreement (“Agreement”) is entered into as of \_\_\_\_\_ by and between \_\_\_\_\_ (“Guard Service”), and \_\_\_\_\_ (“Location”).

## RECITALS

**WHEREAS**, Guard Service is in the business of furnishing security services; and

**WHEREAS**, Location desires to use the security services of Guard Service, and Guard Service desires to provide such services, on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

- 1. Protected Premises.** This Agreement shall be applicable to the premises of Location located at \_\_\_\_\_.
- 2. Term.** The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, unless earlier terminated as specified herein.
- 3. Services Furnished.** Guard Service shall furnish to Location uniformed security guards to provide security services as set forth in the scope of work (“Scope of Work”) attached hereto and incorporated herein as Attachment A. All work to be performed by the guards furnished to Location hereunder shall be performed in a professional and workmanlike manner in accordance with industry standards.
- 4. Compensation.** In consideration for the services to be provided by Guard Service hereunder, Location agrees to pay Guard Service \$\_\_\_\_\_ per hour for unarmed services and/or \$\_\_\_\_\_ for armed services. Guard Service shall invoice Location upon \_\_\_\_\_ completion of service or \_\_\_\_\_ monthly. Payment is due within 10 business days of receipt of invoice.
- 5. License and Registration.** Guard Service certifies that it is licensed in the State of California to perform the services specified herein and agrees that its license will be maintained during the term hereof. Guard Service certifies that each of its guards are registered with the appropriate governmental agencies, have successfully completed all legally required training and hold all the appropriate licenses, permits and registrations to carry out the Scope of Work at Location’s premises.
- 6. Selection and Employment of Security Guards.** Guard Service shall be responsible for all salaries and expenses of each security guard, and federal and state withholding, payroll and comparable taxes relating to its employees. Guard Service shall select the guard(s) who will be assigned to Location’s premises, but Guard Service agrees to respect the wishes of Location in the assignment or removal of guards assigned to Location’s premises.
- 7. Supervision of Guards.** Supervision of guards furnished pursuant to this Agreement will be and remain the sole responsibility of Guard Service. Guard Service hereby agrees that designated



supervisory personnel of Guard Service will be identified to Location and reasonably available to Location for the purpose of conferring with representatives of Location with respect to the services to be rendered hereunder.

- 8. Indemnity.** Guard Service shall indemnify, defend and save harmless Location from and against any and all costs, losses, claims, lawsuits, damages and expenses including, but not limited to, reasonable attorney's fees and court costs, for any and all damage or injury to person or property caused by or arising out of any negligent or intentional act or omission on the part of Guard Service, its employees or its agents, including but not limited to, false arrest, detention or imprisonment, assault and battery, malicious prosecution, wrongful entry or eviction, or invasion of privacy.
- 9. Insurance.** During the entire term of this Contract, Guard Service, at its sole cost and expense, shall obtain and keep in force policies of Comprehensive General Liability insurance with a carrier admitted in the State of California, insuring Guard Service against any liability arising out of any act, omission, or alleged act or omission of Guard Service, or any of its security guards, employees, agents, or subcontractors, including but not limited to property damage, including loss of use, personal or bodily injury, discrimination and harassment, false imprisonment and arrest, defamation and slander, damage or injury caused by firearms or other weapons and automobile liability. The amount of such insurance shall be at least two million dollars (\$2,000,000) on an occurrence basis. The policy shall be endorsed to name Location as additionally insured. The coverage will be primary and not contributing coverage with any insurance maintained by Location. Guard Service shall also obtain and keep in force during the entire term of this Agreement a policy of workers' compensation insurance, employers' liability insurance, and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. Said policies shall be specifically endorsed to provide a waiver of subrogation as against Location.

Current certificates of insurance for Comprehensive General Liability, Workers' Compensation, and Employers' Liability, along with all additional insured endorsements, are to be filed with Location prior to the commencement of any work pursuant to this Contract.

- 10. Compliance with Laws.** Guard Service shall be responsible for complying with all laws, ordinances and regulations governing its conduct in the performance of this Agreement, including, but not limited to all laws, ordinances and regulations requiring background checks and/or fingerprinting if Guard Service will be in contact with minors, all permitting and licensing requirements of any governmental agencies regulating the activities described herein and all Federal, State and local orders, guidelines and regulations concerning COVID-19 and public health. Guard Service shall indemnify and hold Location harmless from any violation of the provisions of this section. At the request of Location, Guard Service shall instruct its Security Guard(s) to attend Safe Environment training through the Archdiocese of Los Angeles.
- 11. Termination.** Location may immediately terminate this Agreement without notice for a material breach of any term or condition of this Agreement. Either party may terminate this Agreement upon thirty (30) days written notice.
- 12. Independent Contractors.** Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way. At all times herein mentioned the security guards assigned to Location shall remain the employees of Guard Service.



- 13. **Mediation.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the alleged breach hereof, shall be submitted to mediation in Los Angeles, before a mediator agreed upon by the parties before any party may commence litigation.
- 14. **Assignment.** Neither the rights nor obligations under this Agreement may be assigned, transferred, pledged or hypothecated by any party hereto, except that this Agreement shall be binding upon and inure to the benefit of any successor of Guard Service, whether by merger, purchase or otherwise.
- 15. **Notices.** All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served, if in writing and delivered personally, by fax with confirmation of receipt (except for legal process) email or certified mail, postage prepaid to:

GUARD SERVICE:

LOCATION:

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

- 16. **Waiver.** The waiver by any party hereto of a breach of any of the provisions of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereof by such party.
- 17. **Severability.** If any one or more covenants, agreements or provisions herein contained shall be held or determined for any reason whatsoever to be invalid or unenforceable, either in whole or in part, then such covenants, agreements or provisions, or portion thereof shall be deemed separable from the remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions hereof.
- 18. **Attorneys' Fees.** The prevailing party in any litigation shall be entitled to recover reasonable outside attorneys' fees and costs.
- 19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal (as opposed to conflict of laws) laws of the State of California applicable to agreements fully executed and performed entirely in California.
- 20. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all existing agreements between Guard Service and Location, whether oral, expressed or implied, and no party shall be liable or bound except as expressly provided herein.
- 21. **Headings.** The subject headings of the Sections of this Agreement are included for the purposes of convenience only and shall not affect the construction or interpretation of any term or provisions hereof.
- 22. **Counterparts.** This Agreement may be executed simultaneously on one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.



**23. Amendment or Modification.** This Agreement shall not be amended, modified, or supplemented in any respect except by a subsequent written agreement entered into by both parties hereto.

**24. Interpretation.** This Agreement shall not be interpreted for or against any party on the basis said party or its attorney drafted the Agreement or provision in question.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GUARD SERVICE

LOCATION

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

