

# Security Agreement

This **Security Agreement** (shall be referred as the "**Agreement**" hereinafter) has been signed by and between;

**ACME Security Services Inc.** with its registered address at 2848 Nancy Street, Raleigh, North Carolina (shall be referred as the "**Company**" hereinafter),

and

\_\_\_\_\_ with its registered address at \_\_\_\_\_  
\_\_\_\_\_ (shall be referred as the "**Client**" hereinafter);

**WHEREAS**, the Company whose expertise is providing security services;

**WHEREAS**, the Company shall provide security services by assigning security personnel to in order to ensure security in the areas to be determined by the Client,

**NOW, WHEREFORE**, in consideration of the foregoing premises, the Parties hereto agree as follows:

## 1. Term of the Agreement

This Agreement shall enter into force on the date of signing and the term of the Agreement is 1 year. Unless the parties give written notice of the termination of the Agreement at least 15 days before the end of the term, the Agreement is deemed to be extended for another 1 year with the same conditions. This procedure is also valid for the following years.

## 2. Pricing and Payment Basis

Under this contract, payments shall be made on a monthly basis and monthly fee is \_\_\_\_\_ . This amount shall be paid on the \_\_\_\_\_ day of the month at the latest.

Payments shall be made by \_\_\_\_\_ .

### **3. Independent Contractors**

It is expressly agreed that the parties to this Agreement are independent contractors. The relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

### **4. Selection of Security Personnel**

The security personnel to be assigned under the Agreement are chosen by the Company in principle. However, if the Client requests a replacement of the assigned personnel for a reasonable reason, the Company shall provide a list of available security personnel to the Client.

In cases where the Client chooses the security personnel itself, the Client also shall not be responsible for the personnel's financial rights.

### **5. Obligations of Company**

The Company is responsible for all work and transactions of the assigned security personnel. Also the Company is obliged to provide all necessary training and education to the personnel it will assign. The Company may conduct audits at regular intervals to determine whether the personnel are performing their duties properly.

The Company informs the security personnel about the job description in detail and ensures that the personnel perform the work in accordance with the duties indicated below.

The security personnel shall secure the premises according to the requirements of the Client which the personnel shall be oriented to the required standards required by said Client.

Security personnel is responsible for ensuring general security and peace within the area of its responsibility. In this context, the personnel shall regularly monitor the security cameras during working hours and perform identity checks of the guests entering the area.

In cases where security personnel think that his/her own intervention will be insufficient, he/she must inform the police force without delay.

The personnel will wear the uniform given by the Company during his duty. The Client cannot request the use of a different garment.

The Company is solely responsible for all the employment claims of the security personnel.

## **6. Obligations of the Client**

The Client shall be entitled to supervise the security personnel during the shift.

Working hours shall be determined by the Client and cannot exceed \_\_\_\_\_ hours per week. Security personnel must be given a break to rest. The daily needs of security personnel, including meals, will be met by the Client.

The Company is responsible for the annual leave days of the security personnel. However, permission requests shall be immediately notified to the Client on the date of request, and new personnel shall be appointed if the customer requests it in writing. In the absence of a written request, the Client remains liable to pay the full price.

## **7. Termination of the Agreement**

Either of the parties hereto may terminate this Agreement by giving to the other party a notice in writing specifying the date of such termination, which shall be not less than thirty (30) days after the date of giving of such notice.

If the Client does not make the payment on time, the Company sends a notice requesting payment in a specific period. If payment is still not made within this period, the Company may terminate the contract unilaterally.

In the event that the assigned security personnel do not fulfill their duties properly, the Client is obliged to notify the Company in writing before terminating the Agreement.

## 8. Miscellaneous

**Confidential Information** - Any sensitive or proprietary information that the Parties may acquire from each other through the course of this agreement shall be considered as Confidential Information. The Party acquiring the said confidential information shall keep confidential the confidential information and shall exercise the degree and care as required by the law.

**Separability Clause** - Should any provision of this Agreement be held invalid by any competent court, the same shall apply only to the provision involved and the remaining provisions hereto shall remain valid and enforceable.

**Amendments** - No modification or alteration to this agreement shall be considered as having been made unless it be made in writing and signed by both parties.

**Relativity** - This agreement inures to the benefit of, and is binding upon the successions and assigns of the parties hereto.

**Non-waiver** - The failure of any party to insist upon the strict compliance with and performance of any of the terms, conditions, and covenants shall not be deemed as a waiver of said party may have over such breach. Only by expressed written consent and duly signed by the parties may a proper waiver be considered as having been made.

**Notificacions** - Notice or other communications under this Contract shall be delivered personally or sent by facsimile transmission or by registered mail to the address set forth below, except that such address has been changed in writing.

## 7. Governing Law and Dispute Resolution

In case of dispute or controversy arising from this Agreement, the issue shall be resolved by arbitration, by which the language shall be in English, with the laws governing on the state of \_\_\_\_\_ . Any decision reached in the arbitration shall be binding upon the parties and the losing Party shall be responsible for the arbitration fees, including attorney's fees.

IN WITNESS WHEREOF, the Parties hereto have caused their signatures on the date written.

**Company**

**Client**



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