



SERVICE AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, by and between Security Specialists, hereinafter referred to as "Service Provider" and:

Client (Billing Info) _____ Address _____ City _____ State _____ Zip Code _____	Service Location _____ Address _____ City _____ State _____ Zip Code _____
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Type of Service:	Rate:	Coverage:	Service Start Date: ____/____/____
<input type="checkbox"/> Patrol	_____	_____	_____
<input type="checkbox"/> Patrol Response	_____	_____	_____
<input type="checkbox"/> Dedicated Patrol	_____	_____	_____
<input type="checkbox"/> Security Officer	_____	_____	_____
<input type="checkbox"/> Remote Camera Response	_____	_____	_____
<input type="checkbox"/> Remote Camera Monitoring	_____	_____	_____
Other Functions: _____			

Client has requested Service Provider to provide and Service Provider agrees to provide the services selected above and described herein in accordance with the terms of this agreement.

1. PAYMENT AND TERMS:

A. THE TOTAL MONTHLY FEE FOR SERVICES WILL BE BILLED AND PAYABLE;

- ONE (1) MONTH IN ADVANCE
- THREE (3) MONTHS IN ADVANCE
- SIX (6) MONTHS IN ADVANCE
- TWELVE (12) MONTHS IN ADVANCE

CLIENT HAS REQUESTED BILLING AND PAYABLE TERMS CHECKED ABOVE AND DESCRIBED HEREIN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. PAYMENT IS DUE UPON RECEIPT OF INVOICE. IN ADDITION, THE CLIENT WILL PAY THE PRO-RATA FEE FOR THE MONTH IN WHICH SERVICE BEGINS.

B. THE ORIGINAL TERM OF THIS AGREEMENT FOR SERVICES SHALL CONTINUE IN FULL FORCE AND EFFECT UNLESS EITHER PARTY GIVES THE OTHER AT LEAST, THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ITS INTENTION TO CANCEL THE AGREEMENT. SERVICE PROVIDER MAY INCREASE THE SERVICE FEE AT ANY TIME AFTER THE ORIGINAL TERM OF THIS AGREEMENT BY GIVING THE CLIENT THIRTY (30) DAYS PRIOR WRITTEN NOTICE. IF CLIENT IS UNWILLING TO PAY THE INCREASED SERVICE FEE, CLIENT MAY TERMINATE THIS AGREEMENT BY GIVING SERVICE PROVIDER WRITTEN NOTICE WITHIN THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THE INCREASE AND SERVICE PROVIDER WILL HONOR THE TERMINATION OF THIS AGREEMENT WITHOUT IMPOSING THE INCREASED SERVICE FEE FOR THE FINAL THIRTY (30) DAYS OF SERVICE. IF THE CLIENT GIVES THE SERVICE PROVIDER WRITTEN NOTICE TO CANCEL THIS AGREEMENT, CLIENT MUST OBTAIN WRITTEN CONFIRMATION OF RECEIPT OF CANCELLATION NOTICE FROM THE SERVICE PROVIDER IN ORDER FOR THE CANCELLATION OF THIS AGREEMENT TO TAKE EFFECT.

GENERAL TERMS APPLICABLE TO ALL OPTIONS: CLIENT ACKNOWLEDGES THAT THE SERVICE FEE IS BASED UPON EXISTING FEDERAL, STATE AND LOCAL TAXES AND CHARGES. SERVICE PROVIDER SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE SERVICE FEE TO REFLECT ANY ADDITIONAL OR INCREASED TAXES, LICENSES, PERMITS, MANDATES TO INCREASE EMPLOYEE WAGES, EMPLOYEE BENEFITS, INCREASES IN INSURANCE PREMIUMS OR FEES WHICH MAY BE CHARGED TO SERVICE PROVIDER BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATING TO THE SERVICE, SERVICE PROVIDER PROVIDES AND CLIENT AGREES TO PAY THE SAME. THERE IS NO FINANCE CHARGE OR COST OF CREDIT ASSOCIATED WITH THIS AGREEMENT.

2. ACKNOWLEDGEMENT; RECEIPT OF COPY: CLIENT ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT, CLIENT RECEIVED, READ AND UNDERSTOOD A LEGIBLE EXACT AND COMPLETELY FILLED IN COPY OF THIS AGREEMENT.

3. SERVICE PROVIDER'S LIMITED LIABILITY: WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. YOU ACKNOWLEDGE AND AGREE THAT; (A) WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE SERVICE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED; (B) YOU ASSUME ALL RISK OF LOSS OR DAMAGE TO YOUR PREMISES OR TO THE CONTENTS THEREOF, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 10 AND 11 IN THE EVENT OF ANY LOSS OR DAMAGE TO YOU OR ANYONE ELSE.

ALL OF THE TERMS AND ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE SIGNING BELOW.

YOU, THE CLIENT, MAY CANCEL THIS AGREEMENT BY A THIRTY (30) DAY WRITTEN NOTICE.

SECURITY SPECIALISTS By: _____ Date: _____ Print Name: _____ Title: _____	CLIENT By: _____ Date: _____ Print Name: _____ Title: _____
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THIS AGREEMENT WILL NOT BE BINDING UPON SECURITY SPECIALISTS UNTIL EITHER (I) SIGNED BY ONE OF SECURITY SPECIALISTS MANAGERS OR (II) SECURITY SPECIALISTS STARTS THE SERVICES. IN THE EVENT OF DISAPPROVAL, SECURITY SPECIALISTS ONLY OBLIGATIONS IS TO REFUND ANY PAYMENTS PREVIOUSLY MADE TO SECURITY SPECIALISTS FOR SERVICES.

4. **DESCRIPTION OF SERVICE:** Client authorizes Service Provider (if applicable) to enforce Client's property rules and regulations and to cause the arrest of any person or persons on or around Client's location who are unauthorized by Client to be on Client's property and to hold such person or person's until released by Client, his known representative or police authority. If Service Provider's personnel observe criminal activity or other threats to Client's premises, Service Provider's personnel will take appropriate prudent action, and if Service Provider deems necessary Service Provider will notify the proper police or fire department or the emergency personnel, and or the first available person on the Client's emergency call list. Client understands and agrees that Service Provider's personnel including but not limited to, patrol officers and dispatchers do not have special arrest or law enforcement powers and may only act as ordinary citizens. Client authorized Service Provider to cause the tow of any unauthorized vehicles on or around Client's premises. In the event that the Service Provider should be requested or required to tow a vehicle, it is understood and agreed to that the Service Provider is to be held harmless, from any and all costs and actions surrounded by said tows. Client may request to increase coverage of services subscribed or decrease increased coverage or subscribe to other or additional services the Service Provider may provide by written notice under the terms of this agreement. It is agreed to and understood the providing and not providing a report in no way constitutes failure by the Service Provider and or the deduction of payment or fees for services rendered. The Client in no event shall make any deductions for invoices because of Service Provider's failure to provide reports. Client shall pay the Service Provider at an hourly rate of \$45.00 with a minimum of four (4) hours for any and all time spent and reimburse any fees related to parking or transportation by Service Provider or Service Provider's personnel in connection with any legal court action originated on the Client's premises in connection with any assigned duties while this agreement was in effect.
- A. **PATROL SERVICE:** Patrol service shall consist of uniformed patrol officers in marked Service Provider vehicles patrolling the Client's premises by vehicle and or on foot on a random and or scheduled number of patrols basis. In the event a patrol officer is required to be stationed at the service location for more than thirty (30) minutes, an hourly charge of \$45.00 per hour may apply, with a minimum of one (1) hour. The charge shall be due and payable upon Client's receipt of Service Provider's invoice for such charge. The Client and Service Provider agree that in the event of an emergency, or in the event a patrol officer is engaged at another location or incident, or in the event the Service Provider may be short staffed, it may not be possible for the Service Provider to provide the random and or scheduled number of patrols on a given day. The Client agrees to hold the Service Provider harmless from any liabilities caused by the aforesaid events.
- B. **PATROL RESPONSE SERVICE:** Patrol response service shall consist of Service Provider dispatching a uniformed patrol officer as a result of receiving a call by Client, authorized persons of Client, such as but not limited to Client having a monitored alarm system installed at the service location, or alarm monitoring is provided for an alarm system by a monitoring facility, or others who have reason to believe that a crime or security related issue is occurring or is about to occur at Client's premises. Service Provider may charge Client for each patrol response in excess of two (2) in any one (1) month period. The charge shall be an hourly charge of \$45.00 per hour with a minimum of one (1) hour and shall be due and payable upon Client's receipt of Service Provider's invoice for such charge. In the event a patrol officer is required to be stationed at the service location for more than thirty (30) minutes, an hourly charge of \$45.00 per hour may apply, with a minimum of one (1) hour. The charge shall be due and payable upon Client's receipt of Service Provider's invoice for such charge. The Client and Service Provider agree that in the event of an emergency, or in the event a patrol officer is engaged at another location or incident, or in the event the Service Provider may be short staffed, it may not be possible for the Service Provider to respond or be delayed beyond a reasonable response time of over thirty (30) minutes to a call received by the Client, authorized persons of Client, such as but not limited to Client having a monitored alarm system installed at the service location, or alarm monitoring is provided for an alarm system by a monitoring facility, or others who have reason to believe that a crime or security related issue is occurring or is about to occur at Client's premises on a given day. The Client agrees to hold the Service Provider harmless from any liabilities caused by the aforesaid events.
- C. **DEDICATED PATROL SERVICE:** Dedicated patrol service shall consist of uniformed patrol officers in marked Service Provider vehicles assigned exclusively to be stationary at the Client's premises or patrolling the Client's premises by vehicle and or on foot within the hours of coverage specified by Client. In the event a patrol officer is required to be stationed at the location for longer than eight (8) hours in any given shift, an hourly overtime charge of time and a half of the dedicated patrol hourly rate may apply. Service provided on ten (10) national holidays each year will also be billed at time and a half of the dedicated patrol hourly rate. These charges shall be due and payable upon Client's receipt of Service Provider's invoice for such charges.
- D. **SECURITY OFFICER SERVICE:** Security officer service shall consist of uniformed patrol officers assigned exclusively to be stationary at the Client's premises or patrolling the Client's premises on foot or with a mobile device within the hours of coverage specified by Client. In the event a security officer is required to be stationed at the location for longer than eight (8) hours in any given shift, an hourly overtime charge of time and a half of the security officer service hourly rate may apply. Service provided on ten (10) national holidays each year will also be billed at time and a half of the security officer service hourly rate. These charges shall be due and payable upon Client's receipt of Service Provider's invoice for such charges.
- E. **REMOTE CAMERA RESPONSE SERVICE:** Remote camera response service shall consist of Service Provider's personnel inspecting Client's premises as a result of receiving an alert through the cameras software or a call by the Client, authorized persons of Client, such as but not limited to Client having a monitored alarm system installed at the service location, or alarm monitoring is provided for a system by a monitoring facility, or others who have reason to believe that a crime or security related issue is occurring or is about to occur at Client's premises by remotely logging in and viewing cameras installed at the Client's premises via the internet. Service Provider may charge Client for each response and inspection in excess of five (5) in any one (1) month period. The charge shall be an hourly charge of \$35.00 per hour with a minimum of one (1) hour and shall be due and payable upon Client's receipt of Service Provider's invoice for such charge. In the event the Service Provider's personnel is required to continuously monitor the service location for more than thirty (30) minutes, an hourly charge of \$35.00 per hour may apply, with a minimum of one (1) hour. The charge shall be due and payable upon Client's receipt of Service Provider's invoice for such charge. The Client and Service Provider agree that in the event of an emergency, or in the event Service Provider's personnel is engaged at another location or incident, or in the event the Service Provider may be short staffed, or due to technological issues, it may not be possible for the Service Provider to inspect Client's premises or be delayed beyond a reasonable response time of over fifteen (15) minutes as a result of receiving an alert through the cameras software or a call by the Client, authorized persons of Client, such as but not limited to Client having a monitored alarm system installed at the service location, or alarm monitoring is provided for a system by a monitoring facility, or others who have reason to believe that a crime or security related issue is occurring or is about to occur at Client's premises on a given day. The Client agrees to hold the Service Provider harmless from any liabilities caused by the aforesaid events.
- F. **REMOTE CAMERA MONITORING SERVICE:** Remote camera monitoring service shall consist of Service Provider's personnel providing periodic inspections of Client's premises within the hours of coverage specified by Client by remotely logging in and viewing cameras installed at the Client's premises via the internet. The Client and Service Provider agree that in the event of an emergency, or in the event Service Provider's personnel is engaged at another location or incident, or in the event the Service Provider may be short staffed, or due to technological issues, it may not be possible for the Service Provider to provide the periodic inspections of Client's premises within the hours of coverage specified by Client by remotely logging in and viewing cameras installed at the Client's premises via the internet on a given day. The Client agrees to hold the Service Provider harmless from any liabilities caused by the aforesaid events.
- G. **VACATION WATCH/SPECIAL SERVICE:** Vacation Watch/Special service is available upon Client's request to Service Provider. Vacation Watch/Special service shall consist of uniformed patrol officers in marked Service Provider vehicles inspecting the exterior of the Client's premises once each day, and upon Client's request, will relocate newspaper and or mail to a place on the premises designated by the Client. This service may be charged for on a daily basis at Service Provider's then prevailing rate. Payment is due upon receipt of invoice.
- H. **ESCORT SERVICE:** Escort service is available upon Client's request to Service Provider. Escort service shall consist of uniformed patrol officers in marked Service Provider vehicles accompanying or standing by at Client's premises for Client or Client's family members or employees while arriving or departing from the service location or location designated by the Client. This service may be provided at an hourly charge with a minimum of one (1) hour at Service Provider's then prevailing rate. Payment is due upon receipt of invoice.

5. **SERVICE PROVIDER'S DUTIES:** The Service Provider's personnel while on duty shall be completely outfitted with a uniform and all necessary equipment and all supplies necessary to accomplish the assigned duties as determined by the Client and Service Provider. The service provided for by this agreement shall be performed by qualified efficient and discreet personnel in strict accordance with the recognized and best practiced and with the standards and instructions issued by the Client. All personnel are the sole responsibility of the Service Provider and will at all times be subject to the direct supervision and control of the Service Provider. The Service Provider will have the sole responsibility for paying all salaries and taxes and all other expenses related to each such personnel of the Service Provider.
6. **CLIENT'S DUTIES:** In the case of Client having a alarm system or cameras at the premises, Client will instruct Client's employees, family members and others who may use the alarm system or cameras on its proper use. Client will obtain and keep in effect all permits and licenses that may be required for the installation and operation of the alarm system or cameras. Client will pay all usage fees imposed by any governmental agency. Client will provide an emergency call list which will include the name telephone number and position of each person Service Provider may call in the event Service Provider believes there is an emergency at the Client's premises, and other emergency information Service Provider may request. Client will provide written notice of any changes in information such as Client's call list, service instructions, information related to an alarm system or cameras or any procedures related to the service provided by the Service Provider. Client agrees that Service Provider may provide the information in Client's call list to any governmental authority having jurisdiction over Service Provider.

The Client agrees that it will not, either during the terms of this agreement or for a period of two (2) years following the termination of this agreement, hire or cause to be hired for its own employment any of the personnel of the Service Provider who may or may not have performed services at any time in connection with the carrying out of the terms of this agreement. It is further agreed that the Service Provider is neither an employment agency nor a clearinghouse for people, and the personnel it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of its personnel. In consideration of the above mentioned time and expense invested in personnel, in the event the Client hires or causes to be hired for its use and benefit any of the Service Provider's personnel, Client agrees to pay and shall pay the Service Provider a replacement fee of, five thousand (\$5,000.00) dollars for each and every employee.

7. **FALSE ALARMS:** Client agrees that the Client, or others using or having control over the alarm system or cameras (including Client's alarm company or monitoring facility), will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond Service Provider's control. If Service Provider receives too many false alarms or dispatch requests where no emergency condition exists, Service Provider may cancel all services. If false alarm fine or penalty is charged to Client or Service Provider by any governmental agency, Client will pay the charge or repay Service Provider for the charge as the case may be.
8. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT: DELINQUENCY CHARGE:** Client understands that Service Provider may stop or suspend services if: (a) severe weather, earthquakes or natural disasters affect the operation of Client's premises or damage Client's premises that continuing service would be impractical; (b) Service Provider is unable to provide service because of some action or ruling by any governmental authority; (c) service is terminated or suspended for any reason; (d) Client becomes a debtor in a bankruptcy proceeding; or (e) Client does not pay the service fees, after Service Provider has given Client notice that Service Provider is canceling service because of non-payment. Service Provider may charge a service re-establishment fee if service is suspended for non-payment or may require a deposit in the amount of a full month's service. If Client fails to make any payment when due Service Provider may discontinue service with ten (10) days prior written notice by Service Provider, terminate this agreement and recover all damages to which Service Provider is entitled including the value of the service performed and all amounts due to Service Provider for the un-expired term of the agreement. In addition Service Provider may impose a late charge on all payments more than thirty (30) days past due in the maximum amount permitted by California Law.
9. **ASSIGNEES AND SUBCONTRACTORS:** Service Provider may transfer or assign this agreement to any other Security Company or financing institution without notice to Client. Client may not transfer this agreement to someone else (including someone who purchases or rents Client's Premises) unless Service Provider approves the transfer in writing. If Service Provider uses subcontractors to provide service, this agreement and particularly paragraph 10 and 11 shall apply to them and the work they perform and protect them in the same manner as it applies to and protect Service Provider.
10. **SERVICE PROVIDER IS NOT AN INSURER: LIMITATION OF LIABILITY:** CLIENT UNDERSTANDS THAT (A) SERVICE PROVIDER IS NOT AN INSURER OF CLIENT'S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN CLIENT'S PREMISES; (B) THE AMOUNT CLIENT PAYS TO SERVICE PROVIDER IS BASED ONLY ON THE VALUE OF THE SERVICE, SERVICE PROVIDER PROVIDES; (C) THE SERVICES SERVICE PROVIDER MAY PROVIDE MAY NOT ALWAYS OPERATE PROPERLY FOR VARIOUS REASONS; (D) IT IS DIFFICULT TO DETERMINE IN ADVANCE; THE VALUE OF CLIENT'S OR ANY OTHER PERSON'S PROPERTY THAT MIGHT BE LOST, STOLEN OR DESTROYED IF THE SERVICE FAILS TO OPERATE PROPERLY; (E) IT IS DIFFICULT TO DETERMINE IN ADVANCE HOW FAST THE POLICE OR FIRE DEPARTMENT OR OTHERS WOULD RESPOND TO A REQUEST FOR HELP; (F) THE SERVICE PROVIDER SHALL NOT BE HELD RESPONSIBLE FOR LOSS AND OR DAMAGE TO PERSONS OR PROPERTY CAUSED DIRECTLY OR INDIRECTLY BY THE PERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT.
11. **INDEMNITY:** SERVICE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS CLIENT FOR CLAIMS, BUT ONLY TO THE EXTENT THAT SUCH CLAIMS ARE DETERMINED, AS SET FORTH BELOW, TO HAVE ARISEN OUT OF THE PERFORMANCE OF THE SERVICES AND WERE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE, CONCURRENT OR OTHERWISE, OR WILLFUL MISCONDUCT OF SERVICE PROVIDER WHILE ACTING WITHIN THE COURSE AND SCOPE OF THEIR DUTIES AND AUTHORITY UNDER THIS AGREEMENT.
12. **LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL:** Both Service Provider and Client agree that no demand for arbitration, law suit or any other legal proceeding connected with this agreement shall be brought or filed more than two years after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL.
13. **ENTIRE AGREEMENT:** The entire and only agreement between Client and Service Provider for service is written in this agreement. It replaces any earlier oral or written understanding or agreement, including any previous agreement by which Service Provider services for Client. It may only be changed by a written agreement signed by Client and Service Provider. If Client has given or ever gives Service Provider a purchase order for the service, which provides for different terms than this agreement, this agreement will govern and be controlling. If any supervision of this agreement is found to be invalid or illegal by a court the balance of the agreement shall remain in force. Client agrees that this agreement is performed in the state of California and shall be governed by the laws of California.
14. **SERVICE PROVIDER'S LICENSE:** PRIVATE PATROL OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. www.bsis.ca.gov