

SECURITY SERVICES CONTRACT

1. 1. Parties, Site, and Licensing

This Security Services Contract (the "Contract") is entered into on [CONTRACT DATE] between [SECURITY COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS], holding private security agency license number [AGENCY LICENSE NUMBER] issued by [LICENSING AUTHORITY] (the "Company"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Company will provide security services at [SITE ADDRESS], described as [SITE DESCRIPTION, e.g., a 180-unit residential community, a distribution warehouse, a retail center, or an event venue with a capacity of NUMBER] (the "Site"). The Company represents that its agency license is current and that every officer assigned to the Site will hold the individual license, registration, or guard card required by the state, together with any additional permit required for armed assignment, and will carry that credential while on duty. The Company will provide copies of current licenses on request and will notify the Client immediately if any license or permit relevant to the Site lapses, is suspended, or is revoked.

2. 2. Scope of Security Services

The Company will provide the following services: [SERVICES, e.g., stationary post coverage at the main lobby, mobile patrol of the interior and exterior on a randomized interval, access control and visitor screening, credential verification, alarm response, closing and opening procedures, parking enforcement, escort service on request, and reporting]. Officers will be [ARMED OR UNARMED DESIGNATION, e.g., unarmed officers only / armed officers at post number POST with all other posts unarmed], and the designation may not be changed without a written amendment signed by both Parties. Officers will be [UNIFORM AND EQUIPMENT, e.g., in company uniform with visible identification, equipped with radio, flashlight, body-worn camera, and vehicle for patrol]. The Company is a security provider and not a law enforcement agency; officers do not have police powers, and the Company does not guarantee that no crime, loss, injury, or property damage will occur at the Site. Services not listed here, including [EXCLUDED SERVICES, e.g., alarm system installation and monitoring, investigation services, executive protection, and crowd management beyond the agreed post count], require a separate written agreement.

3. 3. Post Orders and Site-Specific Procedures

The Parties will jointly develop written post orders for the Site, attached as Exhibit A, which will specify for each post: the hours of coverage, the physical boundaries of the post, the patrol routes and required check-in points, access control and visitor procedures, key and access device handling, the escalation ladder including whom to call and in what order, the circumstances requiring an immediate call to emergency services, procedures for medical emergencies, fire alarms, severe weather, and utility failures, and the reports required at the end of each shift. Post orders will be reviewed at least [POST ORDER REVIEW FREQUENCY, e.g., every six months] and updated by written agreement of both Parties whenever the Site, its hours, or its risk profile changes materially. Every officer assigned to the Site will read and acknowledge the post orders before the first shift, and the Company will maintain records of those acknowledgements. Officers will follow the post orders as written and will not accept operational instructions that conflict with them from any person other than an authorized representative of either Party as designated in Section 4. Where a conflict arises between a verbal instruction and the post orders, the post orders control until they are formally amended.

4. 4. Coverage Schedule, Staffing, and Supervision

The Company will provide the following coverage: [COVERAGE SCHEDULE, e.g., one unarmed officer at the

lobby post from 6:00 p.m. to 6:00 a.m. seven days per week, plus one mobile patrol officer from 10:00 p.m. to 4:00 a.m. Friday and Saturday], totaling approximately [TOTAL HOURS] hours per week. The Company will ensure that every scheduled post is covered and will provide a qualified relief officer for any absence, without gaps in coverage. A field supervisor will visit the Site at least [SUPERVISOR VISIT FREQUENCY, e.g., twice per week, including at least one visit during overnight hours] and will document each visit. The Client designates [CLIENT AUTHORIZED REPRESENTATIVE] as the person authorized to give operational direction and to approve schedule changes, and the Company designates [COMPANY ACCOUNT MANAGER] as its counterpart, reachable at [24-HOUR CONTACT NUMBER] at all times. Requests for additional coverage require [ADDITIONAL COVERAGE NOTICE, e.g., 48 hours] notice where practical and are billed at the rates in Section 8, with emergency coverage subject to availability at [EMERGENCY COVERAGE RATE].

5. 5. Officer Qualifications, Screening, and Training

Every officer assigned to the Site will: hold a current state security license or registration, and for armed assignment the additional firearms permit and qualification required by the state; have passed a criminal background check and, where required or requested, a drug screen, in accordance with applicable law; have completed the pre-assignment and annual continuing training required by the state; and have received Site-specific orientation on the post orders before the first shift. Armed officers will complete live-fire qualification at least [FIREARMS QUALIFICATION FREQUENCY, e.g., annually] and will carry only the weapon and ammunition authorized by the Company and permitted by applicable law. The Company will maintain training and licensing records for each assigned officer and will make them available for inspection by the Client on reasonable notice. The Client may request the removal of any officer from the Site for any lawful reason, and the Company will replace that officer within [REPLACEMENT PERIOD, e.g., 24 hours] without penalty to the Client. The Company will not assign any officer to the Site who has been removed at the request of the Client without prior written approval.

6. 6. Use of Force, Detention, and Conduct

Officers will use only the minimum force reasonably necessary and permitted by applicable law, and only for self-defense, defense of others, or as expressly authorized in the post orders. Officers will observe, deter, document, and report as their primary function, and will summon law enforcement rather than intervening physically wherever it is reasonably possible to do so. Detention of any person will be attempted only where authorized by applicable law and the post orders, and any detention, use of force, or physical contact must be reported to the Company supervisor and the Client representative immediately and documented in a written incident report the same shift. Officers will comply with all applicable law, including laws governing civil rights, trespass, detention, discrimination, harassment, and recording, and will not consume alcohol or controlled substances before or during a shift, sleep on duty, leave a post unattended, or use Site property or systems for personal purposes. Weapons other than those expressly authorized in Section 2 may not be carried on the Site. Any complaint about officer conduct will be reported to the Company account manager and investigated within [CONDUCT INVESTIGATION PERIOD, e.g., five business days], with written findings provided to the Client.

7. 7. Incident Reporting, Logs, and Records

The Company will maintain a daily activity report for each shift recording officer name and license number, times on and off post, patrols conducted with check-in points, and routine observations, and will deliver it to the Client [DAR DELIVERY, e.g., electronically by 9:00 a.m. the following morning]. Any incident, defined as [INCIDENT DEFINITION, e.g., any crime or suspected crime, injury, medical event, use of force, detention, trespass, altercation, property damage, alarm activation, fire, safety hazard, or contact with law enforcement], will be reported verbally to the Client representative within [VERBAL NOTICE PERIOD, e.g., one hour] of occurrence,

or immediately where there is a threat to life or safety, and documented in a written incident report delivered within [WRITTEN REPORT PERIOD, e.g., 24 hours]. Incident reports will state the facts observed without speculation, including date and time, location, persons involved, actions taken, law enforcement or emergency services contacted with case or run numbers, witnesses, and any photographs or video reference. The Company will preserve any recording, log, note, or physical evidence relating to an incident and will not delete or overwrite it without written authorization from the Client, and will retain all reports and logs for [RECORD RETENTION PERIOD, e.g., three years] or the period required by applicable law, whichever is longer. The Company will cooperate with law enforcement, insurers, and Client counsel in connection with any incident at the Site, and time spent by an officer at deposition or trial at the request of the Client is billed at [TESTIMONY RATE].

8. 8. Fees, Overtime, and Payment Terms

The Client will pay the following hourly rates: unarmed officer [UNARMED RATE]; armed officer [ARMED RATE]; supervisor [SUPERVISOR RATE]; and mobile patrol vehicle [PATROL RATE]. Rates for hours worked on [PREMIUM DAYS, e.g., recognized holidays] are billed at [HOLIDAY RATE MULTIPLIER], and hours beyond the scheduled coverage requested by the Client are billed at [OVERTIME RATE] where they trigger overtime obligations for the Company. A minimum call-out of [MINIMUM CALL-OUT HOURS] applies to any coverage requested outside the regular schedule. The Company will invoice [INVOICE FREQUENCY, e.g., biweekly] with a detailed statement showing dates, posts, officer hours, and rates, and payment is due within [PAYMENT TERM, e.g., 30 days] of the invoice date. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Company will not reduce or suspend coverage over a payment dispute without at least [SUSPENSION NOTICE, e.g., 15 days] written notice, given the safety implications of an unattended post. Rates may be adjusted no more than [RATE CHANGE FREQUENCY, e.g., once per 12 months] on [RATE CHANGE NOTICE, e.g., 60 days] written notice, or sooner if a change in minimum wage or statutory employment cost applies, with documentation of the increase.

9. 9. Client Responsibilities and Site Conditions

The Client will provide a safe working environment for officers, including adequate lighting, a functioning post location with access to a restroom and shelter from weather, working communication and alarm systems, and any keys, credentials, codes, or access devices required for the post orders. The Client will inform the Company of known risks at the Site, including prior incidents, threats, restraining orders affecting persons who may appear, hazardous materials, and areas that officers should not enter. The Client will not direct officers to perform tasks outside the post orders or outside their licensed function, including maintenance work, driving Client vehicles, handling cash deposits, or serving legal process, unless agreed in a written amendment. The Client is responsible for the physical security infrastructure of the Site, including locks, gates, lighting, cameras, and alarm systems, and for repairing deficiencies reported by the Company in writing. The Client will maintain its own property and general liability insurance covering the Site and will not rely on the presence of officers as a substitute for insurance or for functioning security infrastructure.

10. 10. Employment Status, Non-Solicitation, and Background Compliance

Officers assigned to the Site are employees or authorized contractors of the Company, and the Company is solely responsible for their hiring, licensing, training, supervision, discipline, scheduling, wages, benefits, payroll taxes, unemployment insurance, and workers compensation coverage. Nothing in this Contract creates an employment or joint employer relationship between the Client and any officer, and the Client will not direct the terms or conditions of officer employment. The Company will comply with all applicable wage and hour, employment, licensing, and background screening laws, and will indemnify the Client against claims arising from its failure to

do so. During this Contract and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, the Client will not directly employ or engage any officer assigned to the Site without paying a placement fee of [PLACEMENT FEE], except through a general public job posting not targeted at Company personnel. The Company will not subcontract coverage at the Site to another agency without the prior written consent of the Client.

11. 11. Insurance, Liability, and Indemnification

Throughout the Term, the Company will maintain at its own expense: commercial general liability insurance of at least [CGL AMOUNT, e.g., \$2,000,000 per occurrence and \$4,000,000 aggregate], including coverage for assault and battery, false arrest, detention, and personal injury, and where armed officers are assigned, coverage for firearms liability; professional liability or errors and omissions coverage of at least [E&O AMOUNT]; commercial automobile liability of at least [AUTO AMOUNT] where patrol vehicles are used; workers compensation at statutory limits with employer liability of at least [EMPLOYER LIABILITY AMOUNT]; and any bond required by the licensing authority. Coverage will be placed with insurers rated at least [INSURER RATING], and the Company will name the Client as an additional insured on the general liability and automobile policies, provide certificates of insurance before the first shift and at each renewal, and give at least [CANCELLATION NOTICE, e.g., 30 days] written notice of cancellation or material reduction; insurance limits are minimum requirements and do not limit the liability of the Company. The Company will perform the services with the degree of skill and care ordinarily exercised by professional security providers under similar circumstances, but does not guarantee and cannot guarantee that no crime, loss, injury, or damage will occur at the Site, and is not an insurer of persons or property. The Company will defend, indemnify, and hold harmless the Client from third-party claims arising from the negligence, willful misconduct, unlawful act, excessive use of force, or licensing failure of the Company or any officer, and from any claim arising from its employment of officers. The Client will defend, indemnify, and hold harmless the Company from third-party claims arising from the negligence or willful misconduct of the Client, from the physical condition of the Site, from a hazard the Client failed to disclose, or from instructions the Client directed that conflict with the post orders or applicable law. Neither Party is liable for indirect, incidental, consequential, or punitive damages or lost profits, and except for the indemnification obligations above, bodily injury, and willful misconduct, the total liability of the Company will not exceed [LIABILITY CAP, e.g., the greater of the fees paid in the twelve months preceding the claim or the limits of the insurance required in this Section]. Each Party will notify the other in writing within [CLAIM NOTICE PERIOD, e.g., five business days] of any claim, demand, agency complaint, or lawsuit relating to the services and will cooperate in its defense.

12. 12. Confidentiality, Privacy, and Recordings

Each Party will keep confidential the non-public information of the other, including security plans, post orders, vulnerability assessments, access codes, camera coverage maps, incident history, resident and employee information, and business records, and will use it only to perform or receive the services. Officers will not disclose anything observed at the Site to third parties, will not post about the Site or any incident on social media, and will not photograph or record at the Site except as authorized by the post orders or required to document an incident. Where body-worn or vehicle cameras are used, the Parties will agree in writing on retention, access, disclosure, and any notice or consent required by applicable law, and recordings relating to an incident will be preserved under Section 7. Personal information about residents, employees, visitors, and detained persons will be handled only as necessary for the services, stored securely, and disclosed only to law enforcement or as required by law. Confidentiality obligations survive termination for [CONFIDENTIALITY PERIOD, e.g., three years], and indefinitely for security plans and vulnerability information.

13. 13. Term, Termination, and Transition

This Contract begins on [START DATE] and continues for an initial term of [INITIAL TERM, e.g., 12 months],

renewing automatically for successive [RENEWAL TERM, e.g., 12-month] periods unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 60 days] before the end of the current term. Either Party may terminate for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice. The Client may terminate immediately if the agency license of the Company or the license of an assigned officer lapses or is revoked, if required insurance lapses, or if an officer commits a serious act of misconduct at the Site. The Company will maintain full coverage through the effective date of termination and will not leave a post unattended, and on termination will return all keys, access devices, credentials, uniforms bearing Client identification, and Site-specific documentation, and will deliver copies of all daily activity reports, incident reports, and preserved recordings within [RECORDS HANDOVER PERIOD, e.g., 10 business days]. The Company will cooperate reasonably with a transition to a successor provider, including a documented handover of post orders and open matters.

14. 14. Governing Law, Dispute Resolution, and General Provisions

This Contract is governed by the laws of the State of [GOVERNING STATE] where the Site is located, without regard to conflict of laws rules, and any dispute not resolved through good-faith negotiation and mediation in [MEDIATION LOCATION] will be brought exclusively in the courts located in [VENUE COUNTY AND STATE]. This Contract, with the post orders in Exhibit A and any written amendment, is the entire agreement between the Parties and supersedes prior proposals and arrangements; amendments must be in writing and signed by authorized representatives of both Parties. Neither Party may assign this Contract without prior written consent, including in connection with a sale of the business of the Company, given the licensing and personnel dependencies of the services. If any provision is held unenforceable it will be limited to the minimum extent necessary and the remainder stays in full force, and no failure to enforce a right operates as a waiver of it. Neither Party is liable for delay or failure caused by events beyond its reasonable control, except that the Company will use all reasonable efforts to maintain coverage during civil disturbance, severe weather, and other emergencies and will notify the Client immediately if coverage cannot be maintained.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Contract, including the armed or unarmed designation in Section 2 and the post orders attached as Exhibit A, as of the Contract Date. COMPANY: [SECURITY COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Agency License Number: [AGENCY LICENSE NUMBER]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Private security is licensed and closely regulated at the state level, and requirements for agency licensing, individual guard registration, firearms permits, training hours, use of force, detention authority, uniform and vehicle markings, recording, and insurance vary significantly by state and sometimes by city. Armed security and event crowd management carry additional requirements and risk. Review and adapt this document for the jurisdiction where the site is located, and have a licensed attorney review it before signing. Use of this template does not create an attorney-client relationship with ScanContract.