

# 24hrbodyguard

Name of Client: \_\_\_\_\_

Job Site Address: \_\_\_\_\_

Billing Name/Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Property Owner/Contact: \_\_\_\_\_

Number of Bodyguards/Dates/Times:

Price per Hour per Bodyguard: \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2000 by and between

24 Hour Bodyguard and \_\_\_\_\_ hereinafter referred to as "Client" is as follows:

## PURPOSE OF AGREEMENT

1. The purpose of this Agreement is to state the terms and conditions under which 24 Hour Bodyguard will protect the property owned or leased by the Client at the job site address above ("Protected Party").

## FURNISHING OF GUARDS AND / OR PATROLS

2. The 24 Hour Bodyguard shall furnish qualified guard[s] to protect the referenced property. The exact number, principal posts, and hours of duty of the guard[s] will be as stipulated from time to time in writing between the parties. 24 Hour Bodyguard employee[s] assigned will sign a daily report form and give the same to Protected Party so the Protected Party will know the name of such employee[s] and the activities of same. Client may increase or decrease the services contracted only upon 72 hours written notice from Client.

## EQUIPMENT

3. While on duty at the Protected Property, each guard furnished by the 24 Hour Bodyguard shall be completely outfitted with a patch, cap or other insignia indicating the name of the 24 Hour Bodyguard, and all necessary equipment, including a pistol or revolver, if the post is an armed post.

## GUARD'S CONDUCT

4. (a) The conduct of the guard[s] is to be determined by written standard rules to be agreed upon between the Client and the 24 Hour Bodyguard and by any other special instructions, oral or written, that may be issued from time to time by a designated representative of the Client.

(b) The Protection Services provided for by this Agreement shall be performed by qualified, efficient, and discreet employees trained by the 24 Hour Bodyguard and operating on the Protected Property in strict compliance with recognized best practices and with the standards

and special instructions issued by the 24 Hour Bodyguard and a designated representative of Client.

If for any reason, the Client believes that any employee[s] of the 24 Hour Bodyguard is not properly carrying out his or her duties, the 24 Hour Bodyguard will immediately remove that/those employee[s] from the performance of the services to be provided under this Agreement and substitute another employee[s].

#### EMPLOYEES OF AGENCY

5. All qualified guards furnished by the 24 Hour Bodyguard shall be employee[s] of the 24 Hour Bodyguard and shall at all times be subject to the direct supervision and control of the 24 Hour Bodyguard. The 24 Hour Bodyguard will have the sole responsibility of the training and education, paying the salaries, taxes, and all other expenses relating to each employee of the 24 Hour Bodyguard.

#### REPORTING TO AND CONFERRING WITH CLIENT'S EMPLOYEES

6. The supervisory personnel of the 24 Hour Bodyguard who are responsible for the direct supervision of the guard[s] shall be available to report to and confer with the designated employee[s] of the Client.

#### AUTHORITY TO ENTER PROPERTY

7. Client hereby authorizes any employee[s], manager[s], officer[s], or director[s] of 24 Hour Bodyguard to enter the job site premises whenever necessary to fulfill the duty of the 24 Hour Bodyguard to protect the property.

#### COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

8. In performing the services required of it under this Agreement, the 24 Hour Bodyguard shall comply with all applicable federal, state, county and city statutes, ordinances, and regulations.

#### INSURANCE

9. The 24 Hour Bodyguard shall furnish and keep in full force and effect at all times during the terms of this Agreement the following insurance:

(a) Public liability and property insurance in the name of the 24 Hour Bodyguard naming client as "additional insured" in the minimum amounts of \$ 2,000,000 for one person and of \$300,000 for more than one person for loss from a tort resulting in bodily injury or death;

(b) Workers' Compensation Insurance covering all employees of the 24 Hour Bodyguard engaged in performing the services required by this Agreement;

(c) In the event 24 Hour Bodyguard employees are called upon to operate any equipment or vehicles belonging to or by the Client, Client's insurance shall be primary. The liability of 24 Hour Bodyguard and/or its employees arising out of the operation of said equipment or vehicles, person or structures of any third party, shall be limited to the deductible portion of Client's insurance and shall not ever exceed the sum of \$1,000,000.

(d) It is understood that 24 Hour Bodyguard is not an insurer and will not guarantee or indemnify Client for any loss or damage to Client's property or the property belonging to third parties. Client agrees to indemnify and hold harmless 24 Hour Bodyguard against all liabilities, demands, claims, damages, suits or incident thereto because of harm (including but not limited to harm arising from false arrest, searches, libel and slander) injury or death to persons, or loss damages or destruction to property, including the property of Client, 24 Hour Bodyguard and third persons, resulting from the negligence of Client or its directors, officers,

agents or employees, while such person is acting within the course and scope of his employment.

(e) Client further agrees to indemnify 24 Hour Bodyguard if client allows alcohol to be sold or consumed in it's location. Client holds 24 Hour Bodyguard harmless on any litigation that arises out of any such incidents. If litigation does arise out of such incidents client agrees to pay 24 Hour Bodyguard attorney fee's and time and material that action may cost 24 Hour Bodyguard.

#### COMPENSATION

10. (a) For the services herein agreed to be performed, the Client shall pay the 24 Hour Bodyguard at the specified rate per hour per person. However, the specified overtime rate will be charged if the Client requests that a specific employee in the 24 Hour Bodyguard work more than forty (40) hours in any one work week, for all services on all legal holidays, and whenever required by law.

(b) The Client will pay the 24 Hour Bodyguard at the aforementioned hourly rates for all time spent by any of the action for which Client is responsible and/or for which Client has requested 24 Hour Bodyguard employees to make a court appearance that originated on the Protected Property while this Agreement is in effect.

(c) It is agreed that rates quoted will remain for a period of one (1) year from the date of this Agreement.

(d) It is agreed that if there are any disputes regarding any guard[s] shift or non-appearance, the Client will advise 24 Hour Bodyguard within 72 hours in writing of the dispute. Otherwise, the Client will be liable in full for the hours scheduled per this Agreement.

(e) At the end of each week the 24 Hour Bodyguard shall send to the Client a statement showing the hours worked and the amount of the compensation due it for service performed during that month. The Client shall make payment on a net thirty (30) days from the end of the service period for which Client is invoiced.

#### TERM OF AGREEMENT

11. The terms of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and shall continue in full force and effect for a period of one (1) year unless terminated earlier by thirty (30) days written notice from either party to the other.

#### HIRING PROTECTION SERVICE'S EMPLOYEE[S]

12. The Client agrees that it shall not, either during the term of this Agreement or for a period of one (1) year following its termination, hire for any employment at the job site any of the employees of 24 Hour Bodyguard who performed services at any time in carrying out the terms of this Agreement.

Should Client employ a 24 Hour Bodyguard employee within one (1) year period following termination without specific permissions to do so, a \$12,500.00 per employee charge shall be levied to reimburse 24 Hour Bodyguard for recruitment and training costs.

#### ATTORNEY FEES AND LATE CHARGES

13 1.(a) If 24 Hour Bodyguard is involved in any legal action of any kind arising out of this Agreement, then Client agrees to pay reasonable attorney fees incurred by 24 Hour Bodyguard .

(b) A late charge of \$5.00 per date for payments received after fourteen (14) days from Client's receipt of weekly invoices.

MISCELLANEOUS

14. (a) This Agreement represents the whole and entire Agreement between the parties. No other agreements or representations, oral or written, have been made by the 24 Hour Bodyguard .

(b) This Agreement may not be altered, modified, or amended, except in writing properly executed by the party against whom such alteration would be enforced.

(c) This Agreement shall be interpreted in accordance with the laws of the State of California.

Executed at \_\_\_\_\_, California on the day and year first above written.

On \_\_\_\_\_, 20\_\_\_\_

PROTECTION SERVICE

24 HOUR BODYGUARD

By \_\_\_\_\_

CLIENT

By \_\_\_\_\_