

SECURITY-SERVICES AGREEMENT
TERMS AND CONDITIONS

1. **Services to Be Performed.** Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
 - a. **Community-Based Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by unarmed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
 - b. **Community-Based Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
 - c. **Armed Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but shall be performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
 - d. **Dedicated Community-Based Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
 - e. **Dedicated Armed Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but shall be performed by armed law enforcement personnel or licensed and trained civilian security officers.
 - f. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
 - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. **Delegation of Services.** Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including without limitation the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. **Security Standards.** Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. **Duties of Customer.** In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. **Payment.** For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1½ %) per month, or the highest rate allowed by law, whichever is less. Customer shall be liable to Contractor for all costs of enforcing the terms of this Agreement, including but not limited to attorney's fees.
6. **Price Changes and Fuel Surcharges.** Contractor may increase prices for Services or impose a fuel surcharge from time to time by giving notice to the Customer either in writing or by notation on a statement of account. If it objects to the changed price or fuel surcharge, Customer shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as so modified, shall remain in full force and effect. If the Customer timely objects, then the Contractor reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. **Term.** The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. **Termination, Remedies.**
 - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
 - b. Either party may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.
 - c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.
9. **Insurance.**
 - a. Contractor shall maintain at all times during the term of this Agreement general liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of Service Provider, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
 - b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
 - c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
 - d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.
10. **Cooperation in the Event of a Claim.** In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident, and the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. **Limitation of Liability.** In no event shall either party be liable for any special, consequential, incidental, punitive, or exemplary damages or losses of any kind whatsoever arising out of this Agreement or the performance of the services, regardless of the theory of recovery, even if such party has been advised of the possibility of such loss or damage or if such loss could have been reasonably foreseen.
12. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.

13. **Confidentiality.** The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 13 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
14. **Representations and Warranties.** Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
15. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
16. **Modification of Agreement.** Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
17. **No Waiver.** Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
18. **Independent Contractors.** The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
19. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
20. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
21. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
22. **Notices.** Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
24. **Survival.** Sections 5, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
25. **Force Majeure.** No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
26. **Assignment.** Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
27. **Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms.

Client Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Client Signature

Title

Date

Signal 88 Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

Signal 88 Security Signature

Title

Date