

Security Nationwide, Inc  
Security Officer Service Agreement



This is a contract of employment for professional security services between

**The Morgan Group - The Hayworth Apartments "Customer "**

and

**Security Nationwide Inc "Company"**

Security Nationwide Inc, License # B15202 is a licensed, bonded and insured company as required by statute and the Texas Department of Public Safety P.O. Box 15999, Austin, Texas 78761.

**Witnesses:**

**1. Services:** 1 Security Officer performing security patrol services, **8** hours per day, **3** days per week.

**2. Charges:** Customer agrees to pay **\$18.50 per hour** for the services set forth in section 2 of this agreement. In addition to the service regularly scheduled and contracted for herein, additional like service will be provided to customer at a mutually agreed upon rate. Rates for any special hazard or high-risk coverage will be mutually agreed upon between the Customer and the Company in writing. Invoices for services hereunder will be mailed, emailed, faxed or delivered to the below address of Customer and are payable within 5 days following invoice receipt by Customer. Payments after the 5<sup>th</sup> day will result in penalties incurred. Customer agrees to make all payments to Company in Harris County, Texas. If the services of a specific officer is requested on the property beyond 40 hours of service, additional overtime rates will apply.

All charges are due and owing when the services and/or products are provided to the Customer as invoiced. Customer may not dispute the charges invoiced or quality or validity of the products or services provided by Company to Customer unless written notice of any deficiency in services or products provided is given to Company within 24 hours of the rendering of such service or provision of any product to Customer by Company. Absent such notice timely provided to Company, Customer will owe the full amounts invoiced by Company to Customer and waives its right, at any later date, to dispute the provision and quality of services and products provided. Customer acknowledges Company's quoted rate is adjusted as an incentive for Customer entering an agreement for a prescribed term, thus if Customer unilaterally terminates the Agreement prior to completion of the agreed-upon term, Customer is liable to the Company all amounts the Company would have invoiced for the remainder of the Term. Customer agrees that all payments will be made to Company in Harris County, Texas, irrespective of origination.

**3. Term:** The security services to be provided by the Company hereunder shall commence on 12/03/2021 and continue for a 1 Year Contract Term. Customer may cancel services with 30 days written notice provided all other obligations under the contract remain intact.

**4. Wage Selection:** If there is enacted any law, regulation, ruling or such mandate by any authority having jurisdiction of the subject matter which alters the hours of service, rates of pay, working conditions or Company's cost of performing the services provided herein, Company may upon written notice to customer, adjust the rates for security services provided for in paragraph three above. Such necessitated change will not amend or alter any other terms or conditions of this agreement.

**5. Independent Contractor:** The relationship of the Company to the Customer under this Agreement will be that of an independent contractor. This Agreement will not be construed to create an employment relationship between the Parties, unless otherwise required by law. If the Customer, in its sole discretion, chooses to withhold any payroll taxes (including, but not limited to, Federal and State withholding taxes, Federal Social Security taxes, and State unemployment taxes), unless otherwise required by law, that action shall have no effect on the relationship of the parties, and the Company shall remain an independent contractor and responsible for withholding any necessary payroll taxes that the District does not choose to withhold. Unless otherwise set forth in this Agreement, the Company will be responsible for costs of any background checks, uniforms, and all other expense of the Company in conjunction with the performance of this the Company's obligations under this agreement.

**6. Limits of Liability:** It is understood by the Customer that the security services provided hereunder do not constitute maximum security measures but provide a degree of security resulting from reasonable efforts of security personnel to carry out mutually agreed upon security procedures during the hours mutually agreed upon. The Company is not an insurer, and the amount payable to the Company under this Agreement are based solely upon the value of the services rendered and are unrelated to the value of the Customer's property or the lives or property of others. Any offset by Customer from amounts due Company without Company's prior express written agreement is prohibited. Company is in the business of providing security services through security officers to the Customer. Company does not guarantee in any way the security services will prevent any acts from occurring on Customer's premises. Company shall not be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by Company's employees, in whole or in part, by Company or its employees negligent and other acts or omissions in providing the security services or any other product or service to Customer or in doing anything related thereto. Company will not be liable for any damages or alleged damages, including but not limited to any direct, consequential, or proximate damages, claimed by Customer for any act or event occurring while employees or agents of Company are on duty at Customer's premises or related in any way to Company's provision of services or goods to Customer. Additionally, Company will not be liable for any punitive or exemplary damages pursuant to any statutory or common-law authority or precedent nor will be liable to indemnify Customer for any damages Customer incurs against any third-party.

**7. Default:** In the event the Customer is in default in the timely payment of any amount due and owing to the Company, hereunder or is in default in performing or observing any other agreement or condition of this Agreement on the Customer's part is obligated to be performed or observed and if such default shall not have been cured by the Customer within (7) business days after written notice thereof from the Company to the Customer, the Company may employ an attorney to enforce any provision of this Agreement including the collection of any amount due and payable to the Company hereunder. The Customer agrees to pay the Company all costs and expenses, including attorneys' fees incurred in

connection with enforcement by Company of any term or condition of this Agreement as well as all other costs and expenses incurred by the Company in connection with such enforcement of this Agreement.

**8. Bankruptcy:** If voluntary bankruptcy proceedings be are instituted by the Customer or if proceedings are instituted by any third-party to adjudge the Customer bankrupt, or if the Customer makes an assignment for the benefit of creditor, or if the interest of the Customer in this Agreement passes by operation of law to any person other than the Customer, this Agreement will, at the option of the Company, be terminated by written notice to Customer. If the Customer files, voluntarily or involuntarily, for bankruptcy protection, all amounts due and owing to Company up till the day the Company receives notice of Customer's bankruptcy, will be considered a secured first priority debt owed by the Customer to Company and not dischargeable nor reducible in bankruptcy or any other proceeding.

**9. Notice:** Any notice required or permitted hereunder shall be in writing and shall be emailed, delivered in person or sent by certified or registered mail, postage prepaid, addressed to the party shown below or such other addresses as such party may hereafter designate to the other in writing.

**10. Limitation upon Assignment:** This agreement will not be assigned by either party without the prior written permission of the other party.

**11 .Amendment:** This agreement constitutes the entire agreement between the Company and the Customer and cannot be altered, changed or amended except by a written instrument signed by both parties.

**12. Severability:** In the event any provisions of the Agreement if found contrary to law, such provision shall be either modified to conform to law or considered severable with the remaining provisions hereof continuing in full force and effect. The paragraph captions used herein are for conveniences only and not to be deemed to have been included to any other purpose.

**13. Governing Law:** This Agreement and all amendments, modifications, alterations or supplements hereto will be deemed to have been executed in Harris County, Texas, and will be governed by and construed in accordance with the laws of the State where the service is performed. Notwithstanding any law to the contrary, Customer agrees all disputes resulting from this Agreement will be resolved in Harris County, Texas.

**14. Non-Waiver:** Any failure of either party to strictly enforce the provisions of this Agreement will not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving party.

**15. No Third Party Beneficiaries:** The Services are being provided only to Customer or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Agreement. The Company will not be liable to any persons or entities not a party to this Agreement for any bodily injuries, including death, or property damage, unless caused by the Company or its employees. The Customer is not responsible for any misconduct or actions by security guard towards students, parents and staff any third-party. All complaints pertaining towards security guards on duty will be addressed directly to The Company in writing pursuant to the company and not The Customers terms of this Agreement.

**CLIENT PROPERTY:** The Hayworth Apartments

**PROPERTY ADDRESS:**

1414 Wood Hollow Dr

Houston, TX 77057

**CLIENT REPRESENTATIVE:**

Name (Print & Sign): Julia King

Title: Property Manager

Date: 12/10/2021

**SECURITY NATIONWIDE INC**

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