



SERVICE AGREEMENT

Effective Date: _____ (hereinafter "Effective Date")

GardaWorld (hereinafter "GWSS"):

GWSS Principal Office 1699 S Hanley Rd
Address: Suite 350
St. Louis, MO 63144

Client Name (hereinafter _____
"Client"):

Client Principal Office _____
Address:

This Service Agreement (the "Agreement"), effective as of the date set forth above (hereinafter "Effective Date"), is entered into between GWSS, and Client. This Agreement shall constitute the entire agreement between GWSS and Client and shall supersede all prior discussions with respect to the subject matter hereof. No modification of this Agreement will be effective unless made in writing and signed by both GWSS and Client.

For valuable consideration, the parties mutually agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to provide Client with certain security guard services as requested by Client ("**Services**").

2. **LOCATIONS:** Client agrees to use GWSS' Services at the following location(s) and each additional location requested by Client and agreed to by GWSS in writing, email permissible:

3. **DUTIES:** GWSS will provide the number of security guard employees on the day(s) and time(s) as and when requested by Client for Client's security needs pursuant to the terms of this Agreement. GWSS will not be responsible for assessing or determining the security needs of Client. Upon acceptance by GWSS of the schedule, these hours will then be deemed normal. Normal hours can be changed promptly upon written notice to GWSS, email permissible. GWSS employees may be removed from providing Services at the request of Client for any nondiscriminatory and/or lawful reason, subject to GWSS' sole and absolute right as an employer-at-will to discharge or discipline any of its employees. If Client alters any instructions or directions given by GWSS to any of GWSS' employees, or if Client assumes any supervision of the employees, Client shall be solely liable for all consequences thereof.

4. **TERM:** Services will commence on the ____ day of _____, 2025, and will continue until the 18th day of May, 2028, or terminated by eitherparty as permitted herein.

5. **FEES:** Client agrees to pay GWSS for its Services in accordance with the following hourly rate structure for all hours worked by GWSS employees:

One and one-half the normal rate will be charged for any Client requested overtime or additional Services (including schedule changes) with less than seventy-two (72) hours prior notice and any hours worked on the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. A minimum charge of four (4) hours will be charged for any shifts with less than four (4) hours per shift.

6. **INVOICES AND RATE INCREASES:** All applicable sales and use taxes shall be added to each invoice. Accurate invoices shall be due and payable within thirty (30) days following their receipt by Client. Any dispute or claim regarding the amount of an invoice or the underlying Services rendered must be received by GWSS in writing from Client within thirty (30) days from the invoice date setting forth the nature of the dispute and including all supporting documentation. Client will notify GWSS of any disputed portion of an invoice, will timely pay the undisputed amounts and the parties shall work in good faith to resolve such

dispute within fifteen (15) days after GWSS' receipt of Client's notice of dispute ("**Resolution Period**"). During the Resolution Period, Client will not be required to pay any disputed amounts under an invoice and its withholding of such disputed payment will not constitute a breach of this Agreement or be grounds for GWSS to suspend its obligations under this Agreement. However, should the parties fail to resolve the dispute during the Resolution Period, GWSS shall be permitted to suspend Services and/or terminate this Agreement effective upon written notice to Client. If Client fails to pay any undisputed amounts within thirty (30) days of receipt of any accurate invoice, Client agrees to pay interest at the rate of 1.5% per month, or the highest amount permitted under applicable law, whichever is lower, on the unpaid balance computed from the due date. In the event that there shall be any default in payment under the terms of this Agreement, GWSS will be entitled to recover from Client all of its reasonable costs of collection, including its reasonable attorney's fees.

Rates are fixed subject to the exception of increases which will occur automatically and proportionately as wages, wage-related expenses and fringe benefits are increased as a result of or in response to any of the following: (1) any increase in the applicable federal, state, county and/or local minimum wage requirement; (2) any increase in legally required employer contributions or payments (including, but not limited to, increases in the employer's contribution for worker's compensation, unemployment compensation, and social security); and (3) any increased costs related to compliance with any applicable prevailing wage or similar laws and/or the Patient Protection and Affordable Care Act (healthcare reform), collective bargaining agreements or any other statutory increases. Notwithstanding the foregoing, rates will automatically increase annually as of the anniversary of the Effective Date by three and a half percent (3.5%). The annual increase breakdown is as follows: June 20th 2026 -**\$78,428.12**, June 20th 2027 -**\$81,173.10**, June 20th 2028 (renewal) - **\$84,014.15**

Accounts Payable Contact Information

Name: _____

Phone: _____

Email: _____

7. **TERMINATION:** Either party may terminate this Agreement for its convenience by providing at least thirty (30) days' prior written notice to the other party. Either party may also terminate this Agreement in the event of a material breach by providing the breaching party written notice specifying the alleged breach and fifteen (15) days to cure the breach. If the breach is not cured within such time, the Agreement shall automatically terminate effective the next day. Either party may also terminate this Agreement immediately upon written notice to the other party in the event the other party becomes insolvent, or generally unable to pay its debts as they become due, or becomes the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors.

8. **INDEPENDENT CONTRACTOR:** GWSS is an independent contractor and neither GWSS nor its officers, agents, subcontractors or employees are in law or in fact, employees of Client. GWSS assumes full responsibility for compliance with all applicable laws, ordinances, and regulations related to GWSS' employees and any permitted subcontractors.

9. **FORCE MAJEURE:** Neither party will be liable to the other for delay in performing or failure to perform any of its obligations hereunder where such delay or failure is caused, in whole or in part, by any event beyond the reasonable control of such party, its employees, subcontractors and agents, including but not limited to any act of God, active shooter incident, epidemic, pandemic outbreak, flood, windstorm, governmental embargo, quarantine, strike, riot, war or other military action, civil disorder, acts of terrorism, rebellion or revolution, hostile fire, sabotage, or governmental seizure or order.

10. **INSURANCE:** GWSS maintains an insurance program for its own protection that includes commercial liability, worker's compensation, and business auto coverage. GWSS warrants that the commercial liability and business auto coverage plans carry minimum limits of \$1,000,000 per occurrence and worker's compensation as required by applicable statute. Client agrees that in the event GWSS or its employees are requested to operate a vehicle owned, leased, or controlled by Client, GWSS and its employees shall be included as additional insured on Client's automobile liability insurance.

11. **INDEMNITY:** GWSS agrees to indemnify, defend and hold Client harmless from third party claims, demands, suits, proceedings or causes of action ("**Claims**") and any resulting damages, losses, fines, penalties, liabilities, including, without limitation, reasonable attorneys' fees and costs incurred by Client (collectively, "**Liabilities**") arising out of any Claims to the extent caused by the negligent acts or willful misconduct by GWSS' employees, agents or subcontractors while performing the Services. However, GWSS shall not be liable to indemnify, defend and hold Client harmless from any Claims and resulting Liabilities to the extent caused by the negligent acts or willful misconduct, and/or violation of applicable laws by Client and its employees, agents, invitees, customers, contractors (other than GWSS) and representatives.

12. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:** GWSS represents and warrants that the Services it furnishes under this Agreement shall be provided in a professional manner in accordance with industry standards and applicable

laws, and that GWSS shall obtain and maintain all permits and licenses required for it to provide the Services. Client acknowledges and agrees that GWSS is not an insurer. THE PARTIES AGREE THAT GWSS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES IT FURNISHES WILL PREVENT OR MINIMIZE THE LIKELIHOOD OF LOSS OR OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SERVICES ARE DESIGNED TO MITIGATE. GWSS' RESPONSIBILITY IS SOLELY LIMITED TO PROVIDING PHYSICAL SECURITY GUARD SERVICES. GWSS HAS NOT BEEN ENGAGED AS A CONSULTANT OR OTHERWISE TO PROVIDE AN ASSESSMENT OF SECURITY NEEDS AT THE LOCATIONS COVERED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GWSS SHALL NOT BE RESPONSIBLE OR LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS FOR ANY INJURY OR ILLNESS, INCLUDING DEATH, CAUSED BY ANY ILL PERSON ENTERING ONTO CLIENT'S LOCATIONS. GWSS DOES NOT WARRANT OR REPRESENT THAT ITS SERVICES ARE OF A MEDICAL NATURE OR WILL PREVENT ANY INJURY OR ILLNESS, INCLUDING DEATH, CAUSED BY ANY ILL PERSON ENTERING ONTO CLIENT'S LOCATIONS.

13. LIMITATION OF LIABILITY: EACH PARTY'S LIABILITY FOR ANY LOSSES AND DAMAGES (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, OR OTHERWISE) CONNECTED WITH OR ARISING UNDER THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO GWSS FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE FIRST EVENT THAT IS THE SUBJECT OF THE FIRST CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOLLOWING: (A) LOSSES AND DAMAGES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, (B) INJURY, INCLUDING DEATH, (C) CLAIMS AND LIABILITIES ARISING FROM GWSS' INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, AND (D) ANY AMOUNTS PAYABLE UNDER THIS AGREEMENT BY CLIENT TO GWSS. UNDER NO CIRCUMSTANCES OR THEORY OF LIABILITY SHALL EITHER PARTY AND ITS INSURANCE CARRIERS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

Notwithstanding, anything contrary herein, GWSS shall not be liable to Client for any injury (including death) to any person arising from a slip, trip, or fall while on or near Client's locations. Client expressly understands and agrees that GWSS is not responsible for performing any maintenance services including but not limited to building upkeep, snow removal, garbage, or debris removal, and water removal, or required to report any maintenance needs or failures to Client.

14. NON-SOLICITATION: Neither party will directly or indirectly solicit any employee of the other party for employment while this Agreement is in effect and for the twelve (12) month period following the date this Agreement terminates or expires. For the purposes of this Section, the advertisement of employment opportunities by a party in any public forum (including magazines, trade journals, publicly accessible internet sites, classified advertisements or job fairs open to the public) will not be considered a solicitation, and the hiring of a party's employees as a result of his or her response to a general employment advertisement or in response to his or her unsolicited employment inquiry will not constitute a breach of this Agreement. In the event either party breaches the terms of this Section, the breaching party will pay the sum of Two Thousand Dollars (\$2,000.00) per employee solicited and hired.

15. MISCELLANEOUS: This Agreement constitutes the entire understanding and agreement between the parties. This Agreement supersedes and replaces any and all prior and contemporaneous agreements, either oral or written, between the parties hereto with respect to the subject matter herein. The parties acknowledge that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party. If any provision of this Agreement shall be deemed to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. This Agreement is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties or obligations are intended or created by this Agreement as to third parties not a signatory hereto. This Agreement may not be assigned or transferred without the other party's written consent, which will not be unreasonably withheld; provided, however, that either party may assign or other transfer this Agreement upon written notice to the other party as a result of a merger, consolidation or sale of all or substantially all of its assets or securities. Any attempted assignment or transfer without the proper consent or notice will be null and void. This Agreement will bind the parties' successors and permitted assigns. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of ~~Florida Delaware~~, without regard to its conflicts of laws principles. The parties hereby consent to the exclusive jurisdiction of any state or federal court located within the State of ~~Florida, Pasco Delaware, New Castle County~~, and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. Sections 6, 8, 9, 11 - 15, and each other provision of this Agreement that expressly or by its nature provides for rights, obligations or remedies that extend beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated. Other than routine administrative communications, which may be exchanged by the

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parties via email, and except as otherwise specified herein, all notices, consents and approvals hereunder shall be in writing and shall be deemed to have been given to the other party's Legal Department at the address in the preamble to this Agreement upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via nationally recognized express carrier; or (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested. The notice address may be changed in accordance with the provision of this Agreement.

This Agreement is executed by the parties' duly authorized representatives below effective as of the Effective Date.

CLIENT: _____

GWSS:

By: _____

By:

Name: _____

Name:

Title: _____

Title:

Exhibit A

Vendor shall maintain all documents related to this Agreement for such periods of time required by the Florida Public Records Act (Chapter 119, Florida Statutes). Upon request from City's custodian of public records, Vendor shall provide City a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to City. Upon completion of this Agreement, Vendor shall transfer, at no cost to City, all public records in possession of Vendor or keep and maintain public records required by City to perform the services provided in this Agreement. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1021, MEYERSJ@CITYOFNEWPORTRICHEY.ORG AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.