



GUARDCO SECURITY SERVICES, INC.

State License: PPO17378

"Pride • Safety • Service"

SECURITY SERVICE AGREEMENT

This agreement is entered between GUARDCO SECURITY SERVICES, INC. (HEREBY REFERRED TO AS "GSS, INC.") and:

CLIENT NAME: CITY OF MERCED
ATTENTION: TAMARA COBB
ADDRESS: [REDACTED]
CITY, STATE, ZIP: MERCED, CA 95340
PHONE: [REDACTED]

GSS, INC shall provide security officers to the client as scheduled below:

TYPE/ DATE OF SERVICES AND LOCATION

PREMISES SECURITY
MERCED THEATER
THREE OFFICERS FROM 12:00 PM TO 2:00 PM
DATE: 1/15/2018

Security personnel are to observe, report, and to maintain the peace at the property rented, controlled or owned by the CLIENT. In performing the aforementioned services, GSS, INC. shall comply with all applicable City, State, and Federal Laws, Statutes, Regulations and ordinances within the jurisdiction of this agreement. GSS, INC. reserves the right to end the event should it pose a safety risk to our officer(s) and or persons attending the event or as a result to property damage caused due to the event. The CLIENT has determined the amount of SECURITY OFFICERS needed for their event, GSS, INC. shall not be held liable for inadequate coverage as determined by the CLIENT.

For services performed herein, the CLIENT shall pay directly to GSS, INC. an hourly rate of \$29.50. A minimum deposit of at least 50% of your total balance is due in advance (see due date on invoice); the remaining balance is due at the start of your event payable in cash or money order. For all events being held at the Merced County Fairgrounds the entire balance must be paid in full within 30 days prior of your event as per Merced County Fairgrounds policy. No refunds are given due to event(s) being canceled or ending early; deposits(s) and payments(s) are non refundable. This agreement will not become effective until the deposit is fulfilled as per this agreement.

The CLIENT agrees any dispute or claim regarding the invoice or the services must be sent in writing to GSS, INC. within seven (7) days from the invoice date stating the nature of the dispute and all supporting documentation, or it will be deemed waived. A late fee of 2% per month will be charged plus all collection and attorneys fees and costs will be charged for collection of any overdue invoice(s) past their due date. The CLIENT agrees to pay all attorney fees, collection costs, and any court costs for any action or suit brought by GSS, INC. for the recovery of monies due for services rendered.

The CLIENT also agrees that it will not, during the terms of this agreement hire, employ, or solicit the employment of any person that has been or is currently in the employment of GSS, INC. or that has performed services any time in carrying out the terms of this agreement. The CLIENT shall indemnify and hold harmless corporate officers and employees of GSS, INC. from any claims brought as a result of the actions or inactions of its agents or employees. The CLIENT shall also indemnify and hold harmless GSS, INC. for the failure of its employees to perform under this agreement providing that the company has acted in good faith.

The CLIENT agrees to pay the hourly rate of \$30.00 per officer per hour for services extended beyond that which GSS, INC. originally contract for, with a minimum one hour charge. Any extension to our above contracted schedule will require payment to be paid in full before the extension of services will commence.

GSS, INC. shall not be held responsible to perform certain functions that can add unnecessary liability or are not consistent with our purpose. This may include, but not limited to the following circumstances: verifying the identification of all persons which appear to be under the legal drinking/smoking age in conjunction with California law, watching unattended children and monitoring the possible use of any narcotics.

By John Lovett 12/7/17
John Lovett, Office Manager Date

PLEASE SIGN AND RETURN

Agreed and Accepted:
By Tamara Cobb 12/7/17
Authorized Representative Date

PRINTED NAME & TITLE OF PERSON SIGNING CONTRACT

1360 West 18th Street • Merced, California 95340-4402 • (209) 723-4273 • Fax (209) 723-7106