_ Initial

AGREEMENT FOR SECURITY PATROL SERVICE

| This Security Serv | vices Agreement ("Agreement" | ") | |
|---|-----------------------------------|---|---------|
| Dated as of : | 202 | 0 | |
| is entered into by and bet | ween | | |
| Client : _ | | | |
| Client Address : _ | | | |
| Client Phone : _ | | | |
| Client Email : _ | | | |
| herein called ("Client") a | and | | |
| and | Special Response Group | a Texas based entity | |
| AGENCY Address | 10945 Estate Lane. Suite | E308, Dallas TX 75238 | |
| AGENCY Phone Number | er: (214) 365-9291 | Fax No (214) 296-9727 | |
| | TX DPS LIC # B18665 | ww.specialresponsegroup.com | |
| herein called ("Agency"); | ; | | |
| WITNESSETH: | | | |
| WHEREAS, Clier responses, patrols and oth | | operty for which it desires security personnel, a | larm |
| WHEREAS, the A which Client desires; and | | rvice which is authorized to offer the security s | ervices |
| WHEREAS, the A | Agency presents this proposal for | or the provision of security services to Client; a | and |
| WHEREAS, Clier has proposed to Client; | nt desires to contract with the A | agency to obtain the security services which the | Agency |
| hereinafter contained, the | mutual benefits to be derived h | oremises and the mutual agreements and coven here from, and of other good and valuable ged, the parties hereto mutually agree as follow | |
| Client and the Agency have each cause Special Response Group as signed be | | d to take effect as of the day and year dated above between the Client | and the |
| AGREED: | | | |
| Client: | | Special Response Group | |
| | | By: Art Chavez, President | - |

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Article I. Property to be Secured

The security services to be provided under the terms of this Agreement shall be for the grounds and structures thereon **Home Address** herein called the ("**Property"**) as which are specifically listed on Schedule A hereto.

Property to be secured by the Agency shall be added or deleted by execution of a new Schedule A from time to time by the parties hereto, with a copy sent to the Meadows Neighborhood Association when changed, herein called (TMNA) location to be determined from time to time.

Article II. Security Services Provided by the Agency

The coverage period and the general nature of the security services which Client has selected and which the Agency shall provide under this Agreement are set forth on Schedule A hereto. The general description of the security services to be provided is further expanded by these specific provisions:

- a. All alarm responses performed by the Agency shall include a visual inspection of the exterior of the Property including the Property perimeters and all other exterior areas of the Property that are accessible by automobile, or by foot.
- b. The alarm responses performed by the Agency shall include an out-of-vehicle inspection of any exterior areas of the Property that are not accessible by automobile. The Agency shall inspect doors, windows and other areas of possible entrance and exit from the Property.
- c. The interior structure spaces which constitute a portion of the Property will be visually and physically inspected by the Agency by patrolling the areas which are indicated on the exhibits to Schedule A, and if available with the Client present or, if entry unsecured by two officers, a walkthrough of the interior of the home. The Agency shall complete said inspection during each alarm activation, during the coverage period.
- d. The Agency shall provide a manned twenty-four hour emergency phone line for the use of Client, Client employees and alarm companies responsible for the Property.
- e. The Agency shall maintain a complete file of emergency information pertinent to each Property.
- f. The Agency shall maintain a complete radio log of situations and unusual circumstance noted at each Property, and send a copy to the TMNA when requested but at least Annually.
- g. The Agency shall assure that all officers assigned to protection of the Property shall be equipped with firearms.

Article III. Optional Security Services from the Agency

In addition to the above:

- a. Client may request transcripts of events logged by the Agency regarding Client's Property for the following fees: (Client receives the original report at no cost, fees below are associated with requests that are made after the original first report has been sent.)
- b. Client may purchase the log transcript of any event of date, and shall be charged fifteen (\$15.00) per hour for processing time, [Minimum charge \$10.00]
- c. Client may subscribe to a complete transcript of all logged events at each Property, to be received by the tenth day of each month, and covering the previous month. Client will be charged one hundred dollars (\$100.00) per month for this service.
- d. Client may request traffic control, or additional traffic control, for the Property on a permanent basis, or for a particular or special event. Fees shall be determined.

- e. Client may request special on-site surveillance security protection, whereby an officer is assigned specifically to the Property, and provides surveillance security only for the Property during a specified time period. Fees shall be determined at the time.
- f. Client may request escort protection services from the Agency.
- g. Client may request to have mail, packages, and newspapers picked up by the Agency while Client is on vacation ("vacation service"). The Agency will hold mail and packages for the period of time as determined by agreement with the Client. The disposition of newspapers shall be agreed upon between the Client and the Agency.

Article IV. Agency Response to Security Calls

In the event there is an intruder alarm or fire alarm reported at the Property during the coverage period, the Agency shall respond immediately to that area of the Property which was the source of the alarm an shall perform such functions as may be necessary to re-secure the Property.

In the event Client request assistance from the Agency during the coverage period, the Agency shall respond to such request for assistance to the extent such request is reasonable and in the scope of the services to be performed under the Agreement.

In the event there is a request for assistance or an unusual circumstance noted by any police of fire department which has jurisdiction over the Property area, the Agency shall provide such response or assistance to that police or fire department as may be necessary.

Agency shall make every reasonable effort to respond to calls for assistance. Agency cannot be held liable for an inability to respond or to strictly adhere to the other terms and conditions set forth herein due to inclement weather, traffic crashes, other "acts of nature," or other matters outside of the control of Agency. Further, Agency will prioritize all responses to all calls for assistance in the order of most life or property threatening to least life or property threatening (life first, property second, etc.), at the sole discretion of Agency.

Any response by Agency pursuant to this Section shall be free of any additional charge to Client that is enrolled in a patrol service agreement, including any response to false alarms.

Article V. Representations of the Agency

- 1) The Agency represents and warrants that:
- a. All security officers will be trained in first-aid.
- b. All security officers are registered and licensed as required with the State of Texas
- c. All armed security officers are trained in the use of firearms and carry valid TX DPS License.
- 2) The Agency is capable to operate, enter into this Agreement, and perform the services contemplated by this Agreement.
- 3) The Agency is bonded and insured at not less than an aggregate limit of \$2,000,000.00, a copy of the policy shall be sent to the (TMNA) when renewed and/or requested.
- 4) The Agency covenants that in performance of the services under this Agreement, it shall comply with all federal, state and local laws, constitutions and/or regulations.

Article VI. Representations of Client

Client represents and warrants that when and if requested by Agency:

- a. Client will provide to Agency a complete profile of emergency information pertinent for its Property.
- b. Client will inform alarm companies and other necessary entities of this Agreement with the Agency and will instruct them to contact the Agency in the event of any alarm sounding or other events warranting investigation.
- c. Client will provide floor and site plans, and other information, which will aid the Agency in locating certain areas of the Property.
- d. Client will provide the Agency with access to and instruction to the emergency systems located on the Property.
- e. Client has the authority to enter into the Agreement with the Agency. Client does not conduct any illegal activities on the Property, and shall not instruct Agency to conduct any activity that may be illegal.
- f. Client hereby authorizes the Agency to enter onto and into the Property to perform the services contemplated under this Agreement. In addition, Client grants to the Agency any authority which may be required in order that the Agency can detain on the Property any individual whose activities are apparently illegal or are questionable until such individual can be transferred to the proper authorities for further handling.

Article VII. Term and Fees

- 1) This Agreement shall be effective as of the below date and shall continue in effect until terminated by either party hereto pursuant to **Section 7.2** hereof.
- 2) This Agreement may be canceled by either party without cause by giving thirty (30) days written notification of termination to the other party.
- 3) As compensation for Agency's services hereunder, Client shall pay the fees listed on Schedule A hereto. The fees thereon shall be in effect for a period of twelve (12) months unless changed as a result of the addition or reduction of security services required by Client. At the end of each twelve (12) month period, the parties may renegotiate the fees hereto. If no Agreement can be reached on the fees, this Agreement may be terminated pursuant to 7.2 above.
- 4) Should Client default on payment to Agency, in whole or in part, Client agrees to pay all fees associated with collection of the incurred debt, including, but not limited to legal fees and expenses, imposed on, incurred by or asserted against Agency or Client, caused by such default. Past due amounts shall accrue interest at the highest amount allowable under Texas law.

Article VIII. Miscellaneous

This Agreement shall inure to the benefit of and be binding upon Client, the Agency, and their respective successors; provided, however, that this Agreement is not assignable by either party hereto, either in whole or in part, without the prior written consent of the other party.

This Agreement shall not be varied by oral agreement, but only by an instrument in writing duly executed by both parties.

Any waiver or modification, express or implied, by Client or the Agency of any term or condition in this Agreement shall operate as such only in the specific instance and shall not be construed as a waiver or modification of any condition or term generally or in any other instance. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been given if mailed by Certified Mail, postage prepaid, addressed:

(i) if to the Client, at Client Address.

- (ii) if to the Agency, at 10945 Estate Lane
 - Suite E308 Dallas TX 75238
- (iii) at such other address the party to be notified has designated upon reasonable notice.

Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality or such provision in any other jurisdiction. In the event of this occurrence, **Agency** shall notify **Client** and the **TMNA** immediately.

If either party shall violate or fail to comply with any applicable law or governmental regulation in the performance of the services under this Agreement, then that party hereby agrees to assume liability for and does hereby indemnify, protect and keep harmless the innocent party, its successors, assigns, directors, officers, agents and servants, from and against any and all liabilities, losses, damages, penalties, claims, actions, expenses and disbursements, including legal fees and expenses, imposed on, incurred by or asserted against them or any of them, caused by such violation or failure to comply.

Each party hereby agrees to assume liability for, and does hereby indemnify, protect and keep harmless the other party, its successors, assignees, directors, officers, agents and servants, from and against, any and all liabilities, losses, damages, penalties, claims, actions, expenses and disbursements, including legal fees and expenses, imposed on, incurred by or asserted against any of such other party or such other entities, in any way relating to or arising out of negligence or intentional misconduct of the indemnifying party in the performance of its duties under this Agreement.

No recourse under or upon this Agreement or any claim based thereon or in respect thereof shall be had against any incorporator, member, officer, employee or trustee, as such, past, present or future, of the Agency or Client or any successor organizations, either directly or through the Agency or Client or any successor organizations. This Agreement is solely a company obligation and no personal liability against any incorporator, member, officer, employee or trustee, past, present or future of the parties shall attach through the Agency or Client or any successor companies, because of this agreement.

In the event of a dispute arising under this Agreement, the laws of the State of Texas shall apply. Venue shall be in Dallas County, Texas.

This Agreement represents the entire understanding of the parties with respect to its subject matter, and supersedes all previous writing, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as herein expressly set forth.

The Agency is governed and regulated by the

Texas Department of Public Safety, Private Security Bureau

P.O. Box 4087,

Austin, Texas 78773-0001

(512) 238-5858

www.tcps.state.tx.

Should the Client desire to file a complaint against the Agency, the Client shall place in writing the nature of the complaint, and submit said complaint to the above department.

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SCHEDULE A

\mathbf{TO}

SECURITY SERVICE AGREEMENT

| Between Client ("Client") |
|---|
| And Special Response Group ("Agency") |
| General Description of Security Services to be Performed: |
| Agency officers will be on property at Variable times of each day as determined with cooperation of TMNA but no less than eight (8) hours a day of the client's property checking key areas of interest as defined by the client. The officers will investigate and report all suspicious persons, vehicles, activity and property rule violations observed during the random patrols. Client will have access to call response during service hours. |
| Coverage Period of Security Service: Seven (7) days per week. |
| Fees: \$ 50.00/ per house per month plus tax. |
| Billing options: |
| Monthly- \$50.00 |
| Quarterly- \$150.00 |
| Biannually - \$300.00 |
| Yearly- \$600.00 |
| All fees will be billed as selected above due upon receipt of invoice. |
| Article IX. |
| Property to be Secured and Patrolled by Agency: |
| Client Address: Client's Email |
| PATROLLED AREA: |
| The Meadows Approximately bordered by: |
| Meadow Road on the North, |
| Walnut Hill Lane on the South, |
| Airline Road on the West and |
| the multi-use commercial area on the East |
| PATROL HOURS: |
| Agency will patrol for 8 hours, 7 days a week with 50 Clients and 12 hours, 7 days a week for 100 clients. |
| Agency will increase their patrol hours by 4 hours per day for each additional 100 clients. |
| In the event there are less than 50 clients after the first 6 months, Agency may cancel this contract. Any prepaid fees by Clients will be returned to Clients within 60 days after cancellation of this contract. |