



SECURITY SERVICES AGREEMENT ("Agreement")
Between Company and Client (as defined below)

Effective Date: November 14, 2017

Company: Securitas Security Services USA, Inc.
Street: 50 Donald P. Dean Drive
City, State, Zip: South Portland, ME 04106
Contact Name/Title: Chance Dodge / Branch Manager
E-mail Address: chance.dodge@securitasinc.com
Phone: 207.773.3332 Fax: 207.773.3144

Client: Franklin Towers
Street: 14 Baxter Blvd.
City, State, Zip: Portland, ME 04101
Contact Name/Title: Trevor Nugent/Director of Public Housing
E-mail Address: tnugent@porthouse.org
Phone: 207-221-8002 Fax: _____

For services ("Services") provided by Company, Client will pay the Service Fee, plus all applicable (i) sales, use and similar taxes, (ii) interest, and (iii) penalties. Services are as specified (i) in any agreed-upon post orders or scope of work (collectively, "Scope of Work"), and (ii) below.

Service Site				
<input checked="" type="checkbox"/> Check box if Site is same as above.	Street: <u>211 Cumberland Ave</u>	City: <u>Portland</u>	State: <u>ME</u>	Zip: <u>04101</u>
Contact Name/Title: <u>Trevor Nugent</u>		E-mail: <u>tnugent@porthouse.org</u>		Phone: <u>207-221-80024</u>

<input type="checkbox"/> Traditional Guarding (check box if providing traditional guarding; check all Services that apply below)					
<input checked="" type="checkbox"/> On-Site Total HPW: <u>35</u>	Guard Type: • S/O • •	Guard HPW: • 35 • •	Straight Rate/Hour: • \$19.00 • \$ • \$	Premium (OT) Rate/Hour: • \$28.00 • \$ • \$	Special Rate/Hour: • \$28.00 • \$ • \$
<input checked="" type="checkbox"/> Mobile Patrol # of weekly visits: <u>7</u>	Straight Rate/Inspection: • \$ 14 00		Premium (OT) Rate/Inspection: • \$		Special Rate/inspection: • \$
<input type="checkbox"/> Mobile Alarm Response	Rate/Response: \$				
<input type="checkbox"/> Remote Guarding	Weekly Rate: \$				
<input type="checkbox"/> Other Expenses	Description: • •	Rate: • \$ • \$	Description: • •	Rate: • \$ • \$	
Billing: <u>Weekly (at end of service period)</u>			Payment: <u>ACH/Wire</u>		

<input checked="" type="checkbox"/> Integrated Guarding (check box if providing integrated guarding; check all Services that apply below)			
<input checked="" type="checkbox"/> On-Site (HPW: <u>35</u>)	<input checked="" type="checkbox"/> Mobile Patrol (# of weekly visits: <u>7</u>)	<input type="checkbox"/> Mobile Alarm Response	<input type="checkbox"/> Remote Guarding
Integrated Guarding Fee: <u>\$763.00/week</u>		Billing: <u>N/A - Standard Guarding Provided</u>	Payment: <u>Check (AVP Initials: _____)</u>

Additional Information
Hourly Bill Rate <u>\$19.00</u> / Premium Bill Rate <u>\$28.00</u>
Scheduled Service: <u>Wednesday - Sunday 1700 to 2400 with 1 mobile stop between 0200-0400 daily</u>
Primary responsibilities include:
<u>Monitoring Access at the rear door, contacting residence when visitors arrive.</u>

TERMS AND CONDITIONS

1. DEFINITIONS: "Company Equipment" means all equipment, tools, documents, materials, software, applications, systems, processes, etc. provided, installed, developed or used by Company in connection with the Services; "Contractors" means contractors, subcontractors and/or vendors; "In writing" or "written document" means any written communication that has been signed by an authorized representative of the party, including, without limitation, printed documents, facsimiles, e-mails and other electronic means of communication; "Loss" means all suits, claims, losses, damages and expenses (including, without limitation, penalties, fines, investigative costs, reasonable attorneys' fees and costs of suit) arising from all events or circumstances related to or in connection with the same general condition; "Remote Guarding" means guarding and related services (including, without limitation, burglar/intrusion alarm monitoring) conducted from a remote location using electronic security equipment (including, without limitation, video and voice communication equipment); "Service Fee" collectively means the rates for traditional guarding or the Integrated Guarding Fee, as appropriate; "Site" means all premises where Services are performed under this Agreement.

2. PAYMENT: (a) Invoices are payable, without any setoff, to the remittance address on the invoice. Traditional guarding invoices are payable 30 days from the end of service period; integrated guarding invoices are payable in advance. Client's failure to pay any amount when due will be a material breach by Client. A late charge of 1.5% per month will be added to balances not paid when due. Client must notify Company in writing of any dispute regarding the amount of an invoice on or before payment is due; otherwise all disputes will be deemed waived. Client will bear all costs associated with Company receiving payments due for Services rendered under this Agreement. If Company must institute suit or collection services to collect amounts owed to Company, Client will pay Company's attorneys' fees and other costs of suit or collection.

(b) in the event of payment delay, Company may suspend the performance of Services upon 10 days' prior written notice. Suspension will not release Client from any of its obligations under this Agreement. In case of non-payment based on Client liquidity problems, Company may condition continued performance on immediate cash payment for Services rendered (invoiced or not) or to be rendered.

(c) Rates for traditional guarding do not include coverage for labor disputes, civil disorder, national disaster, or other similar emergency situations. Also, the premium (OT) rates will apply to the following: all work according to applicable laws and regulations; extended shifts or hours performed at the request of Client; additional personnel or hours requested by Client with less than 72 hours' notice, but only for the first 72 hours; additional personnel or hours requested by Client for special occasions or temporary or short durations; and work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving, and Christmas Day.

(d) Company may raise the Service Fee upon 30 days' prior written notice to account for any increases in (i) health care, benefit, or insurance costs, (ii) labor or fuel costs, (iii) costs arising from changes to laws, regulations, or insurance premiums, (iv) SUI or similar taxes, (v) Contractors' rates, or (vi) any other taxes, fees, costs or charges related to the Services.

3. TERM & TERMINATION: This Agreement will commence upon the Effective Date and continue until terminated by either party; any Services provided before the Effective Date are subject to this Agreement. Either party may terminate this Agreement at any time, without cause or penalty, upon 30 days' prior written notice to the other party. Either party may also terminate this Agreement for good cause upon 5 days' prior written notice to the other party. "Good cause" for Company will include, without limitation, the following: (i) any material or persistent minor breach by Client of this Agreement; (ii) cancellation of or material change to any of Company's insurance coverage relevant to this Agreement; (iii) a change in applicable laws or regulations that has a material effect on, or causes a material change to, the Services; (iv) any act or omission of Client which, in Company's reasonable opinion, brings or may bring Company's business or reputation into disrepute; or (v) Client or the Services becoming subject to economic or trade sanctions. Client will be responsible for payment for all Services rendered through the termination date. If Client terminates this Agreement for any reason, Client will pay for any unamortized costs related to any Company Equipment.

4. SCOPE OF SERVICES; PERSONNEL: (a) Company will only provide Services specified in this Agreement or the Scope of Work, which is incorporated into this Agreement. Company will not be obligated to perform, and will bear no responsibility for, any Services or duties performed that are not expressly specified in this Agreement. Company does not accept overall responsibility for security at the Site, and Company is not engaged as a security consultant. Company may use Contractors to provide some or all of the Services.

(b) Company is not selling or leasing any Company Equipment, which will always be property of Company or its Contractors. Company is not transferring any intellectual property rights in any Company Equipment; such rights will remain solely with Company or its Contractors. Company will be provided with reasonable time and access to remove Company Equipment upon termination of this Agreement; all rights granted to Client to use or access any Company Equipment end upon termination of this Agreement.

(c) Company is an independent contractor, and nothing in this Agreement creates a partnership or relationship of principal/agent or employer/employee. Personnel providing the Services are employees of Company or its Contractors. Company may change such personnel at any time. Client may reasonably request changes in such personnel for lawful reasons. If Company makes Client's requested changes, Client will be solely responsible for, and will defend and indemnify Company against, any Loss arising from such changes.

(d) If Client employs, directly or indirectly, any Company employee formerly assigned to the Site within one year from the last date on which the Company employee was employed by Company, Client will reimburse Company \$2,500 per Company employee for costs related to recruiting, screening, training, etc.

(e) If Services include Remote Guarding, (i) neither Company nor its Contractors will be responsible for any interruption or failure of power; (ii) neither Company nor its Contractors will be responsible for any faulty, failed, interrupted, circumvented, or compromised data transmissions; (iii) Client is responsible for the design, installation, repair and maintenance of its own monitoring equipment and systems ("Monitoring System"); (iv) Company may, without penalty, modify, terminate or suspend Remote Guarding, shut down Client's Monitoring System, lock Client's panel, or render any monitoring equipment incapable of sending signals (1) if permitted, requested, or required to do so by any governmental authority, standards setting entity, or insurance interest, or (2) in Company's reasonable discretion; (v) Client is responsible for (1) providing and maintaining adequate lighting for all video equipment, and (2) ensuring Client's personnel and Monitoring System comply with all laws applicable to the use of video equipment; (vi) any Remote Guarding failure will not release Client from its obligations to pay any fees for Services; and (vii) any software, hardware, firmware, shareware, codes, information and documentation ("Proprietary Information") associated with Remote Guarding are, and will remain, the property of Company or its Contractors, as applicable, and any developments to the Proprietary Information will be the intellectual property of Company or its Contractors, as applicable. Further, Client, on behalf of itself, its employees, agents and guests, grants consent to Company and its Contractors to (i) intercept, record, retrieve, review, copy, disclose and use the contents of all transmissions received as part of Remote Guarding, and (ii) represent themselves as a security agent of Client and notify government agencies of suspicious or suspected criminal activities at the Site.

5. LIABILITY LIMITATION; INDEMNIFICATION: (a) The Service Fee is based upon the value of Services provided, not the value of the interests or property protected. Accordingly, Company makes no representation or warranty, express or implied, that the Services will produce a result or prevent any loss or damage. *Client agrees that the limitations of liability and Client's defense/indemnity obligations in Sections 5(c)-5(h) apply regardless of whether the Loss is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents, and Sections 5(c)-5(h) apply in favor of Company's Contractors.*

(b) Company will defend and indemnify Client against any Loss arising from the Services only to the extent the Loss is caused by the negligence of Company, its employees or agents while acting within the scope of their duties and authority. Client will defend and indemnify Company against any Loss in connection with this Agreement only to the extent the Loss is caused by the negligence of Client, its employees or agents.

(c) *Notwithstanding Section 5(b), in no event will the total liability of Company and its insurers for any Loss exceed \$2,500.*

(d) *Notwithstanding Section 5(b), Client will defend and indemnify Company against any Loss to the extent the Loss exceeds \$2,500.*

(e) *Notwithstanding anything to the contrary in this Agreement, in no event will Company or its insurers be liable for any (i) environmental Loss, (ii) punitive, special, exemplary, liquidated, indirect, or consequential Loss (including, without limitation, loss of profits or business), (iii) violent or armed action, or hi-jacking, (iv) Loss arising from any remote or on-site cyber activity or event, (v) injuries or deaths arising from any conditions of the Site, or (vi) Loss arising from or related to any circumstance beyond Company's reasonable control (including, without limitation, any failure on the part of Company's Contractors, any act of God or war, etc.).*

(f) *Notwithstanding anything to the contrary in this Agreement, in connection with the US Safety Act, each party waives all claims against the other party for damages arising from or related to an act of terrorism; the parties intend for this waiver to flow down to their respective Contractors.*

(g) *Notwithstanding anything to the contrary in this Agreement, if Company employees operate any vehicle other than one supplied by Company, Client will maintain insurance for the vehicle, Client's insurance will be primary, and Client will defend and indemnify Company against any Loss arising out of Company's use of the vehicle.*

(h) *Notwithstanding anything to the contrary in this Agreement, in no event will Company be responsible for any theft or other loss of property (including, without limitation, electronic data) not directly attributable to proven security officer thefts. In the event of allegation of security officer thefts, Client waives all right of recovery unless Company is notified of the allegations within 10 days, Client fully cooperates with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained; however, if all the foregoing conditions are satisfied, all applicable limitations of liability in this Agreement still apply.*

(i) *Written notice of any Loss arising out of or relating to this Agreement must be received by Company within 30 days following the date of the occurrence giving rise to such Loss. No action to recover any Loss will be instituted or maintained against Company unless such notice is received by Company. No action to recover any Loss will be instituted or maintained against Company unless the action is instituted no later than 12 months following the date of the occurrence from which the Loss arises.*

(j) *Services are only for the benefit of Client; neither this Agreement nor any Services confer rights on any other party as a third-party beneficiary.*

6. INSURANCE: Client will maintain insurance to protect Client against loss or damage to the Site, Client's business and property, and others' property on the Site. Client (on behalf of itself and its insurers) waives all rights of subrogation against Company, its Contractors, and their respective employees, agents and insurers. If Company provides any insurance coverage (additional insured or otherwise) for Client or any others, such insurance coverage will only cover Client and the others for liability specifically assumed by Company in this Agreement. As security for Client's defense and indemnity obligations in this Agreement, Client will name Company as an additional insured under Client's relevant insurance policies, and Client will provide Company with a certificate of insurance evidencing such coverage upon request.

7. FORCE MAJEURE: The following circumstances will be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, shortage of transport, general shortage of materials or personnel, industrial disputes and defects or delays in deliveries by Contractors caused by any such circumstance as referred to in this Section. The party desiring relief under this Section will inform the other party by written notice without delay on the occurrence and on the cessation of such circumstance. If grounds for relief prevent Client from fulfilling its obligations, Client will reimburse Company for costs incurred in securing and protecting the Site. Client will also reimburse Company for costs incurred for personnel, Contractors and equipment which, with the consent of Client, are held in readiness to resume the Services.

8. CLIENT'S COMMITMENT: Client represents it (i) is not, and will not be during the term of this Agreement, subject to economic or trade sanctions, and (ii) will at all times cooperate with Company to allow Company to provide the Services under the best possible conditions; such cooperation includes, without limitation, Client providing (i) a safe, healthy working environment for Company personnel in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that Company reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect Company's safety, risk or obligations under this Agreement or which may lead to an increase in Company's costs of providing the Services. Any breach of this representation will be a material breach by Client.

9. DATA: To try to improve Company's service offerings, Company requires the use of data and information collected by or for Company or Client in the course of the provision of the Services. Accordingly, intellectual property rights, database rights, and all other rights in any such data or information will belong to Company.

10. SEVERABILITY: If any provision of this Agreement is held to be unenforceable, it will be modified to be enforceable to the maximum extent permitted under applicable law; all other terms will remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement; all other terms of this Agreement will remain in full force.

11. PRECEDENCE: In the event that the different parts of this Agreement are conflicting, the written documents forming part of this Agreement will prevail in the following order: (i) this Agreement; (ii) the Scope of Work; and (iii) any other written documentation attached hereto.

12. NOTICES: All official notices will be in writing and made by overnight mail or certified mail, addressed to the other party at its address set forth in the opening header of this Agreement or at such other address as the other party may have designated in writing.

13. ASSIGNMENT: Neither party will assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld. However, upon 30 days' prior written notice to the other party, either party may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.

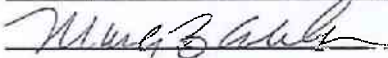
14. LAW & JURISDICTION: (a) This Agreement will be governed by the law of the State in which the applicable Services are performed. The parties hereby submit to the jurisdiction of the courts of such State. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law.

(b) The Equal Opportunity requirements of 41 CFR §§ 60-1.4, 60-300.5(a) and 60-741.5(a) are incorporated in this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require Company to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

15. ENTIRE AGREEMENT: This Agreement, and anything attached to or incorporated into it, constitutes the entire agreement between the parties. Any representations, promises or agreements not embodied in this Agreement will not be enforceable. No Client contracts, purchase orders, work orders, or similar documents, regardless of when dated, will modify this Agreement. All changes to this Agreement will only be binding on a party if approved in writing by an authorized representative of that party.

Client: Franklin Towers/Portland Housing Authority

Securitas Security Services USA, Inc.

By: 

By: 

Name: Mark Adelson

Name: Chance Dodge

Title: Executive Director

Title: Branch Manager

CLIENT'S ATTENTION IS DIRECTED TO SECTION 5 - LIABILITY LIMITATION: INDEMNIFICATION