

Sterling General Security Services, Inc.
PRIVATE SECURITY SERVICES AGREEMENT

This Private Security Services Agreement (this "**Agreement**") is dated and deemed effective as of [May] [10], 201[7] (the "**Effective Date**"), and is made by and between Sterling General Security Services, Inc. d/b/a SGS Security, a California corporation (together with its successors and permitted assigns, if any, collectively, "**SGS**"), and the [William S. Hart Union High School District], a ("**Client**"), with reference to the following facts:

WHEREAS, each of SGS and Client now desire to enter into this Agreement in order to specify the respective duties and obligations owed by one to the other in connection with SGS's performance of certain private security services described herein.

NOW, THEREFORE, in consideration of the covenants and representations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of SGS and Client hereby agree as follows:

Section 1. Security Services. SGS will provide security guard service to the Client at the site(s), times and rates as noted on the attached Exhibit A, which may be modified from time to time upon mutual written agreement of the parties.

Section 2. Standards. Guards(s) will be properly equipped, uniformed and appropriately attired. SGS shall select its guards with reasonable care, including, but not limited to, conducting pre-employment background checks, reference checks, criminal records checks and drug-testing.

Section 3. Supervision. SGS shall be responsible for the direct supervision of the guards furnished through its designated representatives at the premises to which this contract relates. Such designated representatives of SGS will, in turn, be available at all reasonable times to consult with the designated representatives of the Client, with respect to security services rendered hereunder. SGS will, upon reasonable notice and request of the Client, remove any guard from Client's premises any time it desires and for any reason whatsoever.

Section 4. Change of Law. If there is enacted any law, regulation, ruling or other such mandate, by an authority having jurisdiction of the subject matter which alters the hours of service, rate of pay, working conditions, or costs of performing the security service herein provided, then Client, agrees that this Agreement shall be subject to renegotiation in good faith to take into account any additional costs incurred by SGS.

Section 5. Increased Costs. SUBJECT TO THE TERMS AND CONDITIONS HEREIN AND HEREOF, all rates are subject to change according to any and all increased costs, with a thirty (30) day notice provided to Client. Cancellation of this Agreement MUST be in WRITING and given, no less than (30) thirty days prior to the discontinuation of services if there is no end date by Client or (30) thirty days by SGS. This Agreement supersedes all others before it.

Section 6. Limitation of Liability. Notwithstanding anything contrary herein SGS shall not be liable to Client for any (i) injury (including death) to any person arising from a slip, trip or fall while on or near the premises of client. It is expressly understood and agreed that SGS is not responsible for performing ANY maintenance services including but not limited to building upkeep, snow removal, garbage or debris removal and water removal. It is further understood and agreed that SGS is not required or requested to report any maintenance needs or failures to client. In no event shall either party be liable for any consequential, incidental, exemplary, unforeseeable, indirect, punitive or special damages sustained by either part including, but not limited to, loss of use or loss of anticipated profits, whether or not the party subject to the payment of damages had been advised or put on notice or the possibility of any of the foregoing. The limitation shall not apply to direct or indirect damages of third parties for which a party has an obligation to indemnify the other party pursuant to Section 11 below.

Section 7. Automobile Liability. In the event SGS employees are requested or required to use Client vehicles in the performance of their duties, such vehicles shall be fully insured by the Client and Client assumes any and all liability for any injury to person or damage to property resulting from the use of Client vehicles.

Section 8. Premises Liability. To the fullest extent permitted by law, Client agrees to assume full liability for and maintain adequate insurance coverage, naming SGS as an additional insured thereon (not withstanding the cause therefor), for bodily injury or property damage resulting from any occurrence or condition on Client's premises, including, without limitation, "Hazardous properties" or nuclear material. "Hazardous properties" includes radioactive, toxic, dangerous, biological or explosive properties, materials and conditions. "Nuclear material" means source material, special nuclear material or by-product material, whether located at any site owned or operated by customer or contained in "spent fuel" or "waste" possessed, handled, used, processed, stored, transported or disposed of by customer.

Section 9. Term. It is agreed upon by both parties that this Agreement shall be in full force and effect for a period from May 10, 2017 to June 3, 2020 ~~and shall renew for like~~ ^{periods} ~~periods~~ unless either party terminates this Agreement on or before the anniversary date by delivering thirty (30) days' prior written notice to the other party. Done.
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Section 10. Indemnification and Hold Harmless. Each party (hereinafter referred to respectively as "**Indemnitor**") shall indemnify, defend and hold harmless the other party from and against any and all liability, claims, losses, damages, judgments, attorney's fees, costs and expenses of whatsoever kind or nature (collectively, the "**Damages**") arising out of or resulting from this Agreement or the performance or nonperformance of services under this Agreement, to the extent or in the proportion that such Damages are caused by the negligence or the intentional misconduct of the Indemnitor. This indemnification applies to and includes, without limitation the payment of all penalties, judgments, fines, awards, attorneys' fees and related costs or expenses and any reimbursements to SGS for all legal fees, expenses and costs that are incurred by it.

Section 11. Compliance with Applicable Law. SGS and its guards will fully comply with all laws, ordinances, rules, and regulations, which are applicable to the performance of the services hereunder.

Section 12. Payment Terms. The customer agrees to pay SGS, by check once invoice is received and within SGS's payment terms of **30 days**. SGS will add a 5% late fee on each billing cycle if payment becomes past due until payment is received in full.

Section 13. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated:

To SGS:

Sterling General Security Services, Inc.
412 W. Broadway, Suite 202
Glendale, CA 91204

To Client:

At the address indicated by Client on the signature page hereof.

Section 14. Further Assurances. Each party hereto shall promptly execute and deliver such additional documents, and take such additional actions, as may be reasonably necessary or desirable in order to give effect to the provisions of this Agreement and the intent of the parties evidenced thereby.

Section 15. Successors and Assigns; Waivers and Amendments. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns, and such provisions may not be amended or waived without the prior written consent of all parties. Failure by a party to enforce any provision of this Agreement, or to exercise any option herein, shall not be construed as a present or future waiver if such provision or option. Each party reserves the right to insist upon strict performance of any provision in this Agreement, at any time, even if such performance has not been previously demanded.

Section 16. Entire Agreement. This Agreement, including without limitation any Exhibits or Schedules attached hereto, contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, concerning such subject matter.

Section 17. Severability. If any provision of this Agreement, or any obligation of or grant of rights by Client or SGS hereunder, is found invalid or unenforceable pursuant to judicial decree or decision, it shall be stricken from this Agreement and the remainder (including without limitation any valid and enforceable part of any partially invalid or

unenforceable provision) shall remain valid and enforceable according to its terms. Without limiting the foregoing, if any provision of this Agreement shall be determined under applicable law to be overly broad in duration, geographical coverage or substantive scope, such provision shall be narrowed to the broadest term permitted by applicable law and shall be enforced as so narrowed.

Section 18. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the applicable federal laws of the United States of America and the laws of the State of California applicable to contracts entered into and to be performed entirely within the state. Each party agrees that the state or federal courts located in Los Angeles County, California shall have exclusive jurisdiction to hear and determine any claims or disputes between or among any of the parties hereto pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and each party hereby waives any objection which such party may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

Section 19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

Section 20. Survival. The indemnities, limitations of liability, restrictions on hiring, and confidentiality provisions in this Agreement shall have full force and effect notwithstanding any other provision of the Agreement and shall survive any termination or expiration hereof.

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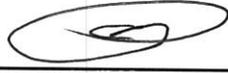
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SGS:

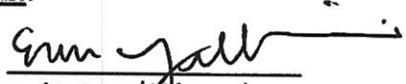
**Sterling General Security Services, Inc.,
a California corporation**

By: 

Name: Matt Lavizani

Its: Operations Director

Client:

By: 

Name: Erin Lillibridge

Its: Chief Financial officer

Address:

Exhibit A

CLIENT NAME: William S. Hart Union High School District

DATE: 04/19/2017

ADDRESS: 21380 Centre Pointe Parkway, Santa Clarita, CA 91350

CLIENT CONTACT: Pam Mencuri

PHONE: 661-259-0033 ext. 275

SCOPE OF SERVICES:

Graduation Ceremony Security

1. 2016-2017 School Year - May 23 - June 3, 2017

2017- Regular	2017-Holiday Rate
\$22.00	\$33.00

2. 2017-2018 School Year - May 22 - May 31, 2018

2018- Regular	2018-Holiday Rate
\$23.50	\$35.25

3. 2018-2019 School Year - May 29 - June 6, 2019

2019- Regular	2019-Holiday Rate
\$25.25	\$37.88

4. **Prank week schedule effective May 10, 2017. *Schedule will vary for years 2018 and 2019.***

HOLIDAYS: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas,
Other

Billing rates for additional equipment and extraordinary coverage (i.e. strike coverage, executive protection, etc.) shall be as agreed upon in writing by the parties. Increases due to changes in federal, state or local laws or taxes (e.g., wage and labor laws, FICA and federal and state withholding taxes) or events beyond the control of the parties will be passed directly through to Client.

ALL APPLICABLE SALES AND USE TAXES SHALL BE ADDED TO EACH INVOICE.