



205 East Council Street Suite C, Salisbury, NC 28144 ♦ Office (704) 636-9592 ♦ Fax (704) 216-2959

SECURITY SERVICE AGREEMENT

This Security Service Agreement is entered into this 20th day of March 2023, by and between P & G Security, Inc., "P&G Security" and Rowan County, "the CLIENT", with address at 130 W Innes St Salisbury NC 28144, who mutually agree as follows:

P & G Security agree to provide uniformed, armed security personnel to perform security services at the CLIENT's facility located at Dan Nicholas Park 6800 Bringle Ferry Rd Salisbury NC 28144 beginning April 1st 2023 and will be continuous or until terminated in accordance with paragraph nine of this Agreement.

P & G will provide and the CLIENT will pay for security services as described on Attachment A annexed to this Agreement.

P & G Security shall pay all salaries and applicable employment taxes for all of its personnel.

P & G Security shall maintain worker's compensation coverage for its employees.

P & G Security maintains, for its own protection, general liability, automotive liability and employee fidelity coverage. Notwithstanding any other provision in this agreement and because the CLIENT has an obligation to maintain its facilities in compliance with federal, state, and local laws and regulations (including without limitation regulations of the Environmental Protection Agency and the Occupational Safety and Health Administration), the CLIENT warrants and represents that it will provide and maintain safe working conditions for P & G personnel assigned to the CLIENT's facilities in accordance with applicable laws and regulations. The CLIENT acknowledges that P & G personnel are invitees onto the CLIENT's property and shall adequately protect such P & G personnel from personal injury or sustaining property damage.

The CLIENT understands and agrees that P & G Security, Inc. provides security services in an effort to deter certain risks or loss, but P & G is not an insurer nor does P & G Security guarantee or promise that a loss will not occur. Rates charged the CLIENT by P & G Security are for security service only, and are not related to the value of the personal or real property protected. P&G Security cannot guarantee that a criminal(s) will be caught and detained.

The CLIENT further understands and agrees that should any P & G Security employee be required to drive the CLIENT's vehicle (other than the employee's personal vehicle or a vehicle furnished by P & G Security), that the CLIENT's automobile insurance is primary and the CLIENT will carry comprehensive, fire, theft, collision, and liability insurance on the CLIENT's vehicles. The CLIENT further agree to hold harmless P & G Security personnel, its officers, agents, and employees from any losses, claims, suits, or damages which may arise from P & G Security's use of the CLIENT's vehicles.

Notwithstanding this paragraph, should the CLIENT prefer that P & G Security provide automobile insurance, the appropriate cost for such coverage will be included in the rates to be charged. The CLIENT and P & G representative will initial below if P & G is to provide automobile insurance.

N/A CLIENT INITIALS N/A P & G SECURITY INITIALS
Upon request, an insurance certificate will be supplied.

P & G Security's designated representative will directly supervise the security personnel provided to the CLIENT at the CLIENT's facilities.

Every reasonable and sensible effort will be undertaken to provide security at the CLIENT's facility during all times agreed upon in this Agreement. However, in the event war or acts of God make that impossible, P & G Security Services, Inc. will not be considered to be in violation of this Agreement, and the CLIENT will not be invoiced for the time security services are not provided.

The CLIENT and P & G Security reserve the right to cancel this Agreement upon thirty (30) days written notice to the other party. P & G Security further reserves the right to cancel this Agreement at any time without notice for non-payment of invoices over 15 days old.

This Agreement represents the entire agreement between P & G Security, Inc. and the CLIENT. Any subsequent agreement or modification to this Agreement must be in writing and must be signed by an authorized representative of P & G Security and the CLIENT's designated representative.

TERMS:

The CLIENT will be billed monthly within 15 days of receipt. A 1.5% per month service charge (18% per annum) shall be applied to invoices after thirty (30) days. Payment via credit card will incur a 3% processing fee. The rates quoted in Attachment A of this Agreement are subject to renegotiations in the event of increases in P & G Security costs as a result of legislation or assessments over which P & G has no control and in the event job assignments change and duties prescribed by the CLIENT are changed which create additional costs to P & G Security, Inc.

If a suit is initiated for the collection of the whole or any part of the sums due pursuant to this agreement, the CLIENT agrees to pay all costs of collection and reasonable attorney fees incurred by P & G Security, Inc. Signer of this contract, board of directors for said company and company owner will be responsible to pay any and all cost due P&G Security if the company files for bankruptcy or refuse to pay due monies.

The terms and conditions of this Agreement shall be interpreted and construed under the laws of the State of North Carolina.

IN WITNESS WHEREOF, P & G SECURITY and the CLIENT by their duly authorized representatives have signed this Agreement as of the day and year first above written.

CLIENT REPRESENTATIVE:

Signature: _____

Name: _____

Title: _____

P&G SECURITY REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

ATTACHMENT A

To the
Security Service Agreement

Hours of service will be: Saturday and Sunday 12:00 noon until the park closes and all patrons has left the park. Closing times will start at 2000 and will change to 2100 hours around June. Rates will be billed until the officer has left the post. Billable times are in 15-minute increments. P&G will provide a golf cart for use and be securely stored so that the battery can be charged daily. Dates of service will be from April 1st 2023 until June 30th 2023 and may be extended with an addendum to this contract between the parties.

Billing Rate will be \$31.00 per hour per officer. In the event the client request additional hours outside the agreed upon scheduled hours and overtime is incurred the client will be billed 1½ times the billing rate.

Federal holidays for 2023 (New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day) will be billed at 1½ time the billing rate.

CLIENT REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

P & G SECURITY REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

Client contact information for billing instructions

Name _____

Address _____

Phone number _____

Email _____

Client contact information for site instructions

Name _____

Address _____

Phone number _____

Email _____