SMITH since 1903
PROTECTIVE SERVICES

SECURITY SERVICE AGREEMENT

CLIENT NAME & BILLING ADDRESS	PROTECTED PREMISES
Memorial Thicket Homeowners Association, Inc.	Memorial Thicket Homeowners Association, Inc.
(CLIENT NAME)	(NAME OF PROTECTED PREMISES)
702 Plainwood Drive	702 Plainwood Drive
(ADDRESS)	(ADDRESS)
Houston TX 77079	Houston TX 77079
(CITY, STATE, ZIP)	(CITY, STATE, ZIP)
713-854-7957	713-854-7957
(TELEPHONE NUMBER) (FAX NUMBER)	(TELEPHONE NUMBER)

RATES: (SERVICES ARE SUBJECT TO SALES TAX)

Security Officer:

Unarmed Security Officer		Per Hour		Hrs/Wk.
Armed Security Officer	$26.67	Per Hour	168	Hrs/Wk.
Supervisor		Per Hour		Hrs/Wk.
Billable Equipment		Per Hour		Hrs/Wk.

Billable Equipment Description

Patrol:

Patrol Service		Per Mo. (Day Patrol)	
Special Patrol Service			Per Inspection
Inspections Per Week			
Response			

Time and one half is charged for all stationary hours worked on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

PAYMENT METHOD: ☐ **CHECK** ☐ **ACH DEPOSIT** ☐ **WIRE TRANSFER** ☐ **VISA** ☐ **MASTERCARD**

GENERAL INFORMATION

Start Date: TBD
Hours Of Service: 24 Hours Per Day 7 days a week
Customer Objectives: Report, Observe and Deter
E-Mail Address:

EMERGENCY CALL LIST

	Name	Title	Cell	Home
1	Jerry Fabian	VP-Security	713-854-7957	
2				
3				

Check if Applicable

☐ Credit Sales Application/Form Attached

☐ Addendum(s) Attached: _____

The undersigned hereby affirms that he/she is a duly authorized representative, corporate officer, partner, proprietor or owner of the above named subscriber and that he/she has read and understands the entirety of this Agreement, including the TERMS AND CONDITIONS incorporated herein. In the event Smith provides services with the use of any equipment (including but not limited to any vehicles or golf carts) which are leased by Smith for the purpose of providing such services, the cost of any such equipment shall be calculated in the billing rates as indicated herein. **THE UNDERSIGNED FURTHER UNDERSTANDS AND AGREES THAT IF CLIENT TERMINATES THIS AGREEMENT FOR ANY REASON WHATSOEVER BEFORE THE ONE-YEAR ANNIVERSARY FROM THE DATE SMITH BEGINS SERVICE FOR CLIENT, CLIENT WILL BE LIABLE FOR ANY REMAINING BALANCE OF THE FIRST YEAR LEASE FOR SUCH BILLABLE EQUIPMENT.**

The signature below indicates mutual acceptance of this Agreement and any addendums or attachments incorporated herein.

SMITH PROTECTIVE SERVICES

BY: _____

DATE: _____

Memorial Thicket Homeowners Association, Inc.
(CLIENT)

BY: _____
(SIGNATURE) (TITLE)

_____ DATE: _____
(PRINT NAME)

REMITTANCE ADDRESS: P.O. BOX 802649, DALLAS, TX 75380

THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN

Smith Security Service Agreement
Terms and Conditions

In consideration of the mutual promises and covenants herein contained the parties hereto agree as follows:

1. Services. Smith shall furnish properly equipped and uniformed security officers to perform security services at Client's location in accordance with the instructions as agreed upon between Client and Smith (collectively the "parties"). Client, and not Smith, has chosen and determined the exact nature, type, frequency and hours of all security and security-related services to be provided by Smith. Client hereby acknowledges that Smith's services are limited to observation and reporting of incidents occurring at or on Client's property. Smith has not been retained for the purpose of protecting individuals present or curtailing the commission of a crime on Client's property. Client hereby authorizes Smith and Smith's agents and employees to come upon and or enter the premises or property of Client for the purpose of performing security duties required under this Agreement and Client hereby grants to Smith such license to come upon such premises or property. **SMITH MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED AS TO THE SUFFICIENCY OR EFFECTIVENESS OF SUCH SERVICES. SMITH CANNOT, AND HAS NOT, REPRESENTED OR GUARANTEED THAT ITS SERVICES CAN OR WILL PREVENT A CRIME FROM BEING COMMITTED ON CLIENT'S PROPERTY, AGAINST CLIENT'S PROPERTY, OR AGAINST ANY INDIVIDUALS PRESENT ON CLIENT'S PROPERTY.**

2. Charges. Invoices for services rendered for Client will be mailed to Client and are payable upon receipt. If invoices for services rendered by Smith are not paid within 30 days of receipt of invoice, Client shall be charged interest on the unpaid invoice(s) at the highest rate permitted by law in Client's jurisdiction. Client agrees that, from time to time, Smith may immediately implement a rate change for its services based on any change in law affecting wages or taxes. In addition, Client agrees that rates shall be adjusted annually commencing on the one-year anniversary date of the Effective Date of this Agreement by the percentage increase since the Effective Date in accordance with changes in the Consumer Price Index for All Urban Consumers, U.S. City Average, Services less energy services, which measured the cost of living nationally and is published monthly by the US Bureau of Labor Statistics or a similar index should such index no longer be published.

3. Term. Security services to be provided by Smith hereunder shall commence on the date indicated herein, and shall continue on a calendar month to month basis, in one (1) month increments, and extending thereafter from month to month until terminated. Each party shall have the right to terminate this Agreement by giving certified written notice to the other party at least thirty (30) days prior to the end of the calendar month in which such services are to be terminated. Upon termination, Smith shall have the right to remove from Client's property any and all equipment or property of Smith and Client shall remove any and all Smith signs previously placed on the premises.

4. Security Agency. Smith is an independent security contractor, licensed by the Texas Department of Public Safety Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, telephone number (512) 424-7710, under license number C-217. As such independent security contractor, Client agrees that Smith, its agents and employees are lawful delegated agents of Client with respect to the performance of security functions.

5. **INDEMNITY. CLIENT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, DAMAGES, SUITS OR JUDGMENTS, OR OTHER COSTS OR EXPENSES INCIDENT THERETO (INCLUDING ATTORNEYS' FEES) BECAUSE OF HARM, INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY ARISING OUT OF THE WORK OR SERVICES PROVIDED BY SMITH WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF SMITH, PROVIDED, HOWEVER, THAT CLIENT'S DUTY HEREUNDER SHALL NOT ARISE IF SUCH HARM, INJURY, OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY IS CAUSED BY THE SOLE NEGLIGENCE OF SMITH.**

6. Employment. Client agrees that it shall not hire or employ, directly or indirectly, any present or former employee of Smith, without written consent of Smith, during the term of this Agreement and for a period of twelve (12) months following the last day on which Smith provides services hereunder. In the event of a breach of this covenant, Client agrees to pay Smith the sum of Four Thousand Dollars ($4,000.00) for each such breach.

7. Insurance. Client shall keep all of its property and improvements insured against fire, flood, vandalism or any other physical or related damage and shall maintain, in full force, sufficient insurance to cover not only damage to such property, but injury, death, or damage to any individual present on its property in sufficient amount to cover any such potential loss or damage.

8. **LIABILITY. IT IS NOT THE INTENT OF THE PARTIES THAT SMITH ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY CAUSED BY BURGLARY, THEFT, VANDALISM, ROBBERY, FIRE, FREEZING OR BURSTING PIPES, WATER DAMAGE, OR ANY OTHER CAUSES. NOTWITHSTANDING THE FOREGOING, IF WHATSOEVER, ANY LIABILITY ON THE PART OF SMITH SHALL BE LIMITED TO THE LESSER OF (I) $1,000.00 OR (II) THREE TIMES THE MONTHLY SERVICE CHARGE, WHICH SUM AND RECOVERY SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED ASLIQUIDATED DAMAGES AND NOT AS A PENALTY.**

9. **LIMITATION OF AGREEMENT AND SUBROGATION WAIVER. NO PARTY OTHER THAN SMITH AND CLIENT MAY CLAIM A BENEFIT PURSUANT TO THIS AGREEMENT. WITH RESPECT TO ANY LOSS COVERED BY INSURANCE MAINTAINED BY CLIENT, CLIENT HEREBY WAIVES ALL RIGHTS AGAINST SMITH, ITS INSURANCE PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR DAMAGES, LOSS OR LIABILITY FOR ANY CLAIM, SMITH WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF SMITH, PROVIDED, HOWEVER, THAT CLIENT'S WAIVER HEREUNDER SHALL NOT APPLY IF SUCH LOSS IS CAUSED BY THE SOLE NEGLIGENCE OF SMITH. CLIENT DOES HEREBY RELEASE, ON BEHALF OF CLIENT AND ITS INSURANCE PROVIDER(S) ANY SUCH CLAIMS FOR SUBROGATION AGAINST SMITH, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR INSURANCE PROVIDERS, ON ACCOUNT OF ANY SUCH LOSS.**

10. **SUPERVISION. IF CLIENT ALTERS ANY INSTRUCTIONS OR DIRECTIONS GIVEN TO THE SECURITY OFFICERS OF SMITH, OR IF CLIENT ASSUMES ANY SUPERVISION OF SAID OFFICERS, CLIENT SHALL BE SOLELY RESPONSIBLE FOR ALL SUCH RESULTING ACTIONS.**

11. Notice and Notification. Any and all notices to be given hereunder shall be mailed to Smith, via certified mail, return-receipt requested to P.O Box 803029, Dallas, Texas 75380-3029. Client agrees to furnish Smith written notification should any of the employees of Client listed under Emergency Call List terminate. Client further agrees to furnish Smith written notification of any employees who are to be placed on the Emergency Call List in the future. **ANY COMPLAINTS AS TO SERVICES PROVIDED BY SMITH AND ANY ALLEGED BREACH OF THIS AGREEMENT ON THE PART OF SMITH MUST BE ADDRESSED IN WRITING TO THE APPROPRIATE MANAGER WITHIN SEVEN (7) DAYS OF THE OCCURRENCE OF THE INCIDENT OR ALLEGED BREACH GIVING RISE TO SUCH COMPLAINT. IF CLIENT FAILS TO NOTIFY SMITH OF ANY COMPLAINT REGARDING ANY ALLEGED NEGLIGENCE OR BREACH OF THIS AGREEMENT BY SMITH WITHIN SEVEN (7) DAYS OF THE OCCURRENCE GIVING RISE TO SUCH COMPLAINT, CLIENT WAIVES ANY COMPLAINT THEREOF (INCLUDING ALL REMEDIES TO THE EXTENT PERMITTED BY LAW) AND ANY EXCUSE FOR CEASING PERFORMANCE ON ITS OWN PART.**

12. Default. Upon the occurrence of any default by Client, Smith may: (i) immediately and without further notice to Client terminate all services hereunder, (ii) declare all amounts owed Smith under this Agreement immediately due and payable and proceed to obtain payment of same, and (iii) pursue any other rights or remedies either at law or in equity now or hereafter existing. Upon termination, Smith shall have the right to remove from Client's property any and all equipment or property of Smith. Events of default shall include, but shall not be limited to the following events, incidents, or conditions; (a) failure of Client to timely make any payment due to Smith; (b) failure of Client to comply with any of the terms and conditions of this Agreement; (c) failure of Client to maintain adequate insurance coverage as set forth herein; (d) Client's dissolution, insolvency, assignment of assets or property for benefit of creditors or the commencement of bankruptcy proceedings by or against Client or any guarantor or surety thereof; and (e) if a determination is made by Smith that any statement made by Client to Smith, in connection with Smith's employment or services or related to Client's property, was false when made.

13. Attorney's Fees. In the event it should become necessary for Smith to institute legal proceedings against Client under the terms of this Agreement, then Client agrees to pay to Smith costs of court, expenses and attorney's fees incurred by Smith.

14. Amendment and Waiver. This Agreement cannot be altered, changed, or amended except by written instrument signed by both parties. No waiver of any term or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same term or condition or of any other term or condition. Any such waiver must be in writing and signed by the party granting such waiver.

15. State Law and Venue. This Agreement has been executed and delivered in the State of Texas, and shall be construed in accordance with the laws of Texas. Any actions brought to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Dallas County, Texas.

16. Construction and Severability. Each party agrees that any court interpreting or considering this Agreement shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who prepared it. Should any portion of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remaining portions hereof shall be unaffected and be interpreted as if such unenforceable portions were initiallydeleted.

17. Entire Agreement. This Agreement shall include any addendums or attachments incorporated herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no other agreement, statement, or promise not contained in this contract shall be valid or binding. This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement.