

Contract No. _____

SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PROPERTY MANAGER]

[address]
("Manager")

- and -

[NAME OF SECURITY GUARD COMPANY]

[address]
("Contractor")

WHEREAS, Manager requires professional security and protective services for its premises located at _____ [insert name and description of building(s)];

AND WHEREAS, Contractor represents that it is professionally qualified, able and ready to provide such services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and premises contained in this Agreement, the parties hereto agree as follows:

1. Definitions

"Building" means the Building municipally known as _____ and located at _____, [city], [province/territory].

"Manager" means [NAME OF MANAGER].

"Owner" means any owner or owners of the Building and any ground lessor of the Building.

2. Services

Manager hereby retains Contractor as an independent security and protection service, to perform the services set out in **Exhibit A – Scope of Services**, attached hereto and made a part hereof by reference, and such additional or amended services as the parties may agree in writing (collectively, the "Services").

3. Term of Agreement

This Agreement shall be effective for a period of ____ months/years, commencing on _____ [insert start date] and expiring on _____ [insert end date], unless renewed by the parties in writing.

4. Service Rates

4.1 The Services shall be provided at the rates set out in **Exhibit B – Service Rates**, attached hereto and made a part hereof by reference.

4.2 Contractor agrees not to increase the Service Rates for a period of ____ months after the effective date, after which time the Service Rates may be increased if Contractor's costs to provide the Services have increased by more than ____%. Manager shall have the right to audit Contractor's records to verify any cost increase. Contractor agrees to give Manager _____ days written notice prior to putting any increase into effect.

5. Invoicing and Payment

5.1 Manager will issue a Blanket Purchase Order (BPO) to Contractor to cover all security guard services. Contractor will issue a [weekly/ monthly] invoice which shall reference the BPO number.

5.2 Invoices are due on receipt. Unless otherwise agreed to by Contractor, Manager will make payment by cheque, money order or credit card.

5.3 Payment must be received within ____ days after receipt of the invoice. Invoices not paid within such ____-day period will accrue interest at the rate of ____% per annum, or the highest rate allowable by law, whichever is higher.

6. Independent Contractor

6.1 Contractor undertakes performance of the Services as an independent contractor and shall not be construed as an employee of Manager, and this Agreement will not be construed to create a partnership, joint venture, agency or employment relationship between the parties.

6.2 Contractor will not have the right or authority to create any obligation or responsibility on Manager's behalf or to obligate or bind Manager in any respect. Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill its obligations under this Agreement.

7. Insurance Coverages

7.1 Contractor shall, at its own expense, keep in force at all times for the duration of this Agreement, public liability, property damage and personal injury insurance in a combined single limit of _____ Million Dollars (\$____,000,000.00) on a per occurrence basis.

7.2 The policy shall name Owner, Manager and their respective agents as additional named insureds and insurance coverage shall include both comprehensive general liability and contractual liability.

7.3 Contractor shall, at its own expense, keep in force at all times for the duration of this Agreement, vehicle insurance having property damage and public liability coverage of not less than _____ Million Dollars (\$____,000,000.00) on a per occurrence basis covering all vehicles owned, leased, rented or operated on behalf of Contractor by its employees or agents.

7.4 Contractor shall, at its own expense, keep in force at all times for the duration of this Agreement, Worker's Compensation coverage for its employees.

7.5 Contractor shall, at its own expense, keep in force at all times for the duration of this Agreement, Employment Insurance coverage for its employees.

7.6 All insurance shall be in a form, and with such insurer(s), as are acceptable to Manager, acting reasonably, and shall provide for at least thirty (30) days prior notice of cancellation to Manager. Contractor shall provide Manager, prior to commencement of the work hereunder, certificates of each policy or policies representing such insurance, which will be retained by Manager.

8. Licenses and Permits

Contractor hereby represents and warrants to Manager that it has, and will continue to maintain at all times hereunder, all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a lawful and reputable manner.

Prior to commencement of work at the Building, Contractor shall supply a letter certifying that Contractor is in compliance with provincial occupational health and safety laws and regulations, and subsequent amendments thereto, as well as Workplace Hazardous Material Information Sheets (WHMIS) Regulations and/ or any other statutory regulations governing its work.

9. Compliance With Laws

Contractor will comply with all applicable laws and regulatory requirements including federal, provincial, municipal and local laws, rules, regulations, orders, codes, criteria and standards in the performance of the Services hereunder.

10. Sub-Contracting

It is agreed that no part of the work will be sub-contracted without prior written approval from Manager. All sub-contractors must be approved by Manager prior to commencement of work.

11. Conduct of Staff

Contractor agrees that no employee of Contractor shall drink any alcoholic beverages or use any prohibited drugs while on the job or immediately before reporting to work at the Building, or be under the influence of alcohol or drugs, and any employee who has committed any such act shall be immediately removed from his/her duties and shall not be permitted to work at the Building.

If any person employed in the work is considered, in the opinion of Manager, to be intemperate, disorderly, incompetent, willfully negligent, or dishonest in the performance of his/her duties, he/she shall, on the written request of Manager, be forthwith removed from the Building.

12. Standard of Care

Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances. Contractor warrants that all Services provided under this Agreement shall be performed by skilled and competent personnel to the highest professional standards in the field.

13. No Warranties or Guarantees

Contractor shall exercise its best efforts to provide the Services to the Building. Contractor makes no expressed or implied warranty or guarantee that its efforts will have any specific or general result.

14. Parking

Provision is made for the parking of ___ Contractor vehicle(s) in the Building's loading dock area, when available. No Contractor vehicle will be parked at any time in _____ [*set out areas where parking is prohibited or restricted*]. Arrangements may be made with Manager for additional parking, if available.

15. Equipment and Materials

Contractor must provide, at its own expense, all equipment necessary to perform the tasks detailed in this Agreement. All equipment will be maintained in a safe, operative and clean condition without any deleterious effect on the environment throughout the term of this Agreement. Contractor will maintain Contractor's Equipment Insurance to protect against loss or damage to the equipment and materials.

**THIS IS A 10-PAGE DOCUMENT, including schedules and attachments.
GET THE FULL FORM AT www.megadox.com.**