

GRAY KENNELS & SECURITY
P.O. Box 8188
Gray, Tennessee 37615-0188
Office Phone: (423) 477-2810
Security Emergency Phone: (423) 915-6523



SERVICE AGREEMENT

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|----------------------|
| Company Name: |
| Main Contact: |
| Billing Address: |
| Billing Phone/Email: |
| Billing Contact: |
| Service Start Date: |
| Today's Date: |

Client Contact (*Please list as many names and number as possible for Security Emergency*)

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| Location of Services: |
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| Scope of Services: |
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| Special Instructions: |
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Service Rates

All services are provided with a 4 hour minimum!

Security Officers

Regular Rate per hour (6 month contract or longer): \$ _____
Call-In /Short Term Rate per hour: \$ _____
Holiday Rates for regular or call in: time and a half

Special Equipment Rates (per shift):\$ _____

Patrol Stop Rate: \$ _____

Holidays: New Year's Eve, Martin Luther King Day, President's Day, Good Friday, 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 change 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. A Letter of Advisement will be sent prior to the rate change.

Retainer: \$ _____ * To Be Paid Prior To Commencement Of Services.

ALL INVOICES PAYABLE UPON RECEIPT.

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PLEASE READ CAREFULLY.

THE TERMS AND CONDITIONS OF BOTH PAGES OF THIS DOCUMENT
ARE BINDING ON THE PARTIES TO THIS AGREEMENT.

SIGN PAGE 1 AND PAGE 2

| | |
|--------------------|------------------------------------|
| CLIENT | GRAY KENNELS & SECURITY |
| Signature: | Signature: |
| Print Name & Date: | Print Name & Date: |
| Title: | Title: |

TERMS AND CONDITIONS

1. In consideration of the mutual covenants between the parties contained herein and intending to be legally bound hereby, Gray Kennels & Security (GKS) agrees pursuant to the request of the Client, to furnish security services as from time to time shall be requested by the Client during the term and at the sites set forth on the reverse side of this agreement.

2. GKS will bill Client on a regular basis with invoices payable, without offset, upon receipt. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be sent in writing by the Client to GKS within seven (7) days from the invoice date, setting forth the nature of the dispute and including all supporting documentation, or it shall for all purposes be deemed waived by the Client. Client agrees to pay a late fee of 1 1/2% per month (or any part thereof) plus all collection and attorney fees and costs which may be incurred by GKS in the collection of any invoice(s) not paid pursuant to the terms of this paragraph. For purposes of this paragraph, time is of the essence.

3. Except as provided in this agreement, Client agrees that it will not employ directly or indirectly any person who has been employed by GKS within one hundred eighty (180) days following the last day on which GKS employed such person. Any breach of this provision shall result in a payment by the Client to GKS of Two Thousand Dollars for each employee so employed.

4. The security officers furnished by GKS shall perform such services as agreed upon in a writing signed by GKS and the Client. If the Client alters any instructions or directions given by GKS to any security officers or if the Client assumes, any supervision of the security officers, the Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend and hold harmless GKS from and against any and all losses, claims, expenses or damages arising from or relating to the actions or omissions of such security officers.

5. Any and all property, equipment, supplies and materials furnished by GKS hereunder and placed at or on any of the sites described on the reverse side of this Agreement shall remain the property of GKS, and GKS shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials.

6. GKS AGREES THAT THE SERVICES FURNISHED UNDER THIS AGREEMENT SHALL BE IN CONFORMITY WITH PRACTICES WHICH ARE GENERALLY CURRENT IN THE SECURITY INDUSTRY, AND SOLELY FOR THE PROTECTION OF CLIENT'S PROPERTY. THE PARTIES AGREE THAT GKS DOES NOT REPRESENT AND CANNOT WARRANT THAT THE SERVICES FURNISHED WILL PREVENT OR MINIMIZE THE LIKELIHOOD OF LOSS. GKS'S RESPONSIBILITY IS SOLELY LIMITED TO PROVIDING PHYSICAL SECURITY SERVICES AND GKS HAS NOT BEEN ENGAGED AS A CONSULTANT OR OTHERWISE TO PROVIDE AN ASSESSMENT OF SECURITY NEEDS AT THE SITE(S) COVERED. GKS'S SERVICES SHALL NOT GIVE RISE TO OR CONFER ANY RIGHTS ON ANY THIRD PARTY, AND CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GKS AGAINST ANY CLAIMS BY THIRD PARTIES. GKS AGREES TO INDEMNIFY CUSTOMER FOR ALL DAMAGES TO CLIENT'S PROPERTY DUE TO THE SOLE NEGLIGENCE OF GKS OR ITS EMPLOYEES.

7. It is understood and agreed that GKS's sole responsibility is the protection of Client's property. In that regard, GKS shall be liable for damage or loss of Client property only to the extent caused by the sole negligence of GKS's employees or the negligence or intentional acts of GKS. Notwithstanding anything to the contrary herein, GKS shall not be liable for any loss resulting from a criminal act of any party (including GKS's employees) notwithstanding the negligence of GKS or any third party. In the event Client seeks any modification of this section, the parties shall enter a separate written agreement containing such terms and conditions as may be mutually agreeable to GKS and Client.

8. Notwithstanding anything contrary herein GKS shall not be liable to Client for any (i) injury (including death) to any person or for any (ii) theft of property or (iii) loss or damage to property directly or indirectly resulting from the criminal wrongdoing of GKS's employees or agents even where GKS, its officers employees and agents may be found to have been negligent in the performance of its or their duties.

9. In the event GKS 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.

10. Client agrees to assume full liability for and maintain adequate insurance coverage, naming GKS as an additional named insured therein, for bodily injury or property damaged resulting from any occurrence or condition on Client's premises, including, without limitation, "Hazardous properties" or nuclear material. "Hazardous properties" includes radioactive, toxic, dangerous 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.

11. It is agreed upon by both parties that this Agreement shall be in full force and effect for a period of one year from the date hereof and shall renew for like periods unless either party terminates this Agreement on the anniversary date by delivering thirty (30) days prior written notice to the other party; provided however, that in the event of the occurrence of a strike, lockout, other labor trouble or an emergency situation (the "Emergency") at any of the sites at which GKS personnel will be performing services hereunder, the Client shall promptly meet with GKS to evaluate the scope, extent and costs of any additional security services which may be required as a result of the Emergency. If the Client and GKS cannot reach agreement on the provision of additional security services during the Emergency, and GKS in its sole judgment determines that the Emergency poses a threat to the safety of GKS personnel, GKS may, upon forty-eight (48) hours written notice to the Client, remove its personnel from any and all of the sites at which GKS is providing services hereunder and terminate this Agreement, in whole or in part, without any liability.

12. Notwithstanding anything to the contrary herein, GKS may terminate this agreement at any time after forty-eight (48) hours prior written notice to Client due to Client's failure to pay any monies due hereunder, or if at any time during the term of this Agreement there shall be filed by or against Client in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client's property. In such an event Client agrees to pay, as liquidated damages, a sum equal to the amount for services rendered by GKS during the thirty-day period immediately preceding the notice provided in this paragraph 12.

13. GKS is an Equal Opportunity Employer and does not discriminate in the hiring, promotion or enforcement of its policies and procedures on the basis of race, color, creed, sex, age, marital status or national origin, and complies with all known pertinent laws, Executive Orders and regulations.

14. This Agreement supersedes any and all prior and other Agreements, oral or written, between GKS and Client, and represents the entire Agreement between the parties. No other agreement or representations, oral or written, have been made by GKS. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of each party.

15. It is agreed by and between the Client and GKS that if any terms or provisions of this Agreement shall be determined to be invalid or illegal, all the remaining terms and provisions shall remain in full force and effect.

16. Client hereby consents to the exclusive jurisdiction of any state of federal court located within the County of Washington, State of Tennessee and irrevocably agrees that all actions or proceedings arising out of or relating to this agreement shall be litigated in such courts. Client accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non convenienc, and irrevocably agrees to be bound by judgment rendered thereby in connection with this Agreement. Client agrees to be bound accept service served by certified mail, return receipt requested mailed to the address indicated below or the Client's last known address, if different, such service being hereby acknowledged by Client to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

Client
Signature & Date: _____

Gray Kennels & Security
Signature & Date: _____