

Standard Short Term Service Agreement

Branch Office Name & Address: _____

Type: _____ Client #: _____ Service Order #: _____
* Select type of service from dropdown menu, cannot be blank. * Use client # from scheduling, cannot be blank. * Service Order # only if used in branch, otherwise leave blank.

Name of Client Care Representative generating the contract: _____

Section A

THIS AGREEMENT made this _____ day of _____ between Garda Canada Security Corp. or Garda Security Group G.P. (in Quebec) (hereinafter referred to as "Company") of 2300 Émile-Bélanger St, Montréal, QC H4R 3J4 and the "Customer" whose name and address appear below WITNESS that in consideration of fees to be paid to the Company and the terms and conditions set out overleaf, the parties agree as follows:

Customer Billing Name: _____ **Bill to the Attention of:** _____
Billing Street Address: _____ **Billing City:** _____
Billing Province/State: _____ **Billing Postal Code:** _____
Fax #: _____ **Telephone #:** _____
Email: _____

Full Service Address same as above or: _____
Site Phone #: _____

Section B – Customer Requirements

Service Start Date: _____ **Service End Date:** _____ **Guards report to:** _____
This time frame will be **no more** than one calendar year. If service is required for longer, a renewal of this document before the anniversary is required.

Date	Day	# of Guards	Coverage		Remarks
			Start Time	End Time	
	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				

Add an additional page if more space for schedule details is required.

EMERGENCY CONTACT

Name: _____ Title: _____ Phone #: _____

INSTRUCTIONS – be explicit, these directions may be given to the guards as "scope of work." Attach another page if not enough space or if SOP are provided; indicate same below.

Equipment to be Supplied by GardaWorld	Facilities Provided by the Customer
Include fees where applicable.	

HEALTH AND SAFETY / RISK ASSESSMENT

Hazard Assessment must be completed for all contracts: **less than 30 days** in duration (1pg) **more than 30 days** in duration (6pgs)

Section C – Security Service Fees

STATUTORY HOLIDAYS – even in the event the service does not occur on a holiday, please check all that apply to your jurisdiction.

- New Year's Day
 Family Day
 Good Friday
 Easter Sunday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

Description	Guard Service Fees (per hour)				Annual Increase %	Notes
	Rate	OT	STAT	Other		

- Check if Statutory Holiday Hours *Not Worked* will be billed at regular time ("Rate")

Description	Patrol Service Fees (per 30 min)			Annual Increase	Inspection Frequency		Notes
	Rate	STAT	Other		Daily	Hourly	
					<input type="checkbox"/> Daily <input type="checkbox"/> Weekly	<input type="checkbox"/> Hourly <input type="checkbox"/> Other	
					<input type="checkbox"/> Daily <input type="checkbox"/> Weekly	<input type="checkbox"/> Hourly <input type="checkbox"/> Other	
					<input type="checkbox"/> Daily <input type="checkbox"/> Weekly	<input type="checkbox"/> Hourly <input type="checkbox"/> Other	

Authorizations

Contracting Customer:	GardaWorld Authorizing Information		
Name (print) _____ Title (print) _____ Date (print) _____	Name (print) _____	Title (print) _____	Date (print) _____
Contracting Customer's Signature _____	GardaWorld's Signature _____		

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.(1) **"Fees"** means all amounts payable by Client for or in connection with the Services rendered under this Agreement.
- 1.(2) **"Place of Assignment"** is the place where GardaWorld will perform the Services for the Client and which is identified in the front page of this Agreement.
- 1.(3) **"Representatives"** means with respect to a legal entity, that entity's directors, officers, employees, contractors, agents and representatives and such entity's affiliates and their respective directors, officers, shareholders, employees, contractors, agents and representatives.
- 1.(4) **"Services"** means all of the services as more fully described in the above front page of this Agreement.
1. (5) **"Term"** has the meaning as described in the Section B of this Agreement.

2. TERMINATION

- 2.(1) GardaWorld may terminate this Agreement without any liability, save for the rights of the Client as per the terms of this Agreement, immediately upon delivering a written notice of termination to the Client if any one or more of the following events occur : a) the Client files a petition or a petition is filed against it in bankruptcy, and such procedure is not dismissed within sixty (60) days, becomes insolvent, is adjudged bankrupt or insolvent, takes advantage of legislation for creditor relief, has a receiver or receiver-manager appointed to its assets, or discontinues or threatens to discontinue its business; or b) the Client violates or fails to perform any of its undertakings, agreements, representations, warranties, covenants or obligations under this Agreement when receiving a notice of default and the failure has not been or is not capable of cure within ten (10) days of the reception of a notice of default in that regard; or c) in the event of gross negligence or willful misconduct on the part of the Client or any of its Representatives; or d) the Client is in default of paying the amounts due to GardaWorld in accordance with this Agreement, and has failed to cure such default within ten (10) days after written notice from GardaWorld without prejudice to any other right GardaWorld may have pursuant to this Agreement.
- 2.(2) In addition to any other termination right provided for herein, either Party shall have the right to unilaterally terminate the Agreement without cause upon at least thirty (30) days' prior written notice to such effect to the other Party.
- 2.(3) The termination or expiration of this Agreement shall not relieve any Party from any obligations which accrued prior to such termination or expiration of this Agreement that expressly or by implication by their nature come into or continue in effect. Such obligations that survive the termination or expiration of this Agreement include but are not limited to confidentiality, indemnity and each Party's right to collect monies, or to pursue its remedies under this Agreement or in Law, in which case they will survive in accordance with the terms and conditions of this Agreement.

3. GARDAWORLD OBLIGATIONS

- 3.(1) During the Term, GardaWorld agrees to provide Client with the Services as set out in the Agreement, in accordance with all applicable Law and the terms and conditions set out in this Agreement, which Services shall include the provision by GardaWorld of security Services, as described in the above front page.
- 3.(2) During the Term, GardaWorld undertakes to : a) a)perform the Services in a competent, prudent, diligent and professional manner, according to industry standards, the terms and conditions of this Agreement and the applicable post orders and to act in good faith, with a view to the best interests of Client and shall ensure that its employees do the same in the performance of the Services; b) comply with all provisions of applicable Law in the performance of the Services; c) collaborate with any third-party service provider as designated from time to time by the Client; d) hold and maintain in full force and effect, and ensure all employees have, all such licenses, permits and approvals as may be required to perform the Services; e) comply with, and cause to be complied with, all of Client's safety norms, rules and standards with regards to health, safety and personal and professional conduct received in writing by GardaWorld while GardaWorld employees are performing the Services at the Place of Assignment.

4. CLIENT OBLIGATIONS

- 4.(1) Client shall cooperate with GardaWorld in its performance of the Services and provide access to Client's premises, employees, and equipment as required to enable GardaWorld to provide the Services.
- 4.(2) Client shall respond promptly to any reasonable requests from GardaWorld for instructions, information or approvals required by GardaWorld to provide the Services.
- 4.(3) Client shall take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in GardaWorld's provision of the Services.

5. LIABILITY AND INDEMNISATION

- 5.(1) No Party shall be liable for any default or late to execute its obligations under this Agreement or be responsible for damages or loss encountered by the other Party if its default or lateness results from a force majeure event or any event beyond the reasonable control of a Party including but not limited to a revolution or civil disorder, acts of war, of terrorism or sabotage, manifestation, strike, lock-out, labour conflict, pandemic, natural disaster or acts of God, fire, lightning, flood, storm, unusual rain or snow, freeze, tornado or earthquake (hereinafter a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the affected Party must give immediately a written notice to the other Party stating the extent of its incapacity to fulfill its obligations under this Agreement, the reasons and the estimated length of said incapacity.
- 5.(2) GardaWorld does not provide any representation or warranty, expressed or implied, with regards to the execution of the Services, save for the representations and warranties expressed in this Agreement. The Client understands that the Services do not provide and are not intended to provide a guarantee that all possible security threats will be prevented or uncovered at the Place of Assignment. Client acknowledges and agrees that GardaWorld is not an insurer, that the Fees are not insurance premiums, and are unrelated to the value of the Client's property or the property of others located at the Place of Assignment or any risk of loss at and/or of the Place of Assignment and that the Fees are based strictly upon the value of the Services rendered.
- 5.(3) GardaWorld shall defend, indemnify and hold harmless Client, from and against any and all losses, liabilities, claims, demands, actions, damages and condemnations whatsoever, arising out of or resulting from a) any breach of or default by GardaWorld or its Representatives to respect its obligations under this Agreement; b) any breach of any confidentiality obligations pursuant to this Agreement; and/or c) any fraudulent, negligent act or omission, fault, negligence, gross negligence or the willful misconduct of GardaWorld or any of its Representatives within the execution of the Services.
- 5.(4) Client shall defend, indemnify and hold harmless GardaWorld, from and against any and all losses, liabilities, claims, demands, actions, damages and condemnations whatsoever, arising out of or resulting from a) any breach of or default by Client or its Representatives to respect its obligations under this Agreement; and/or b) any third-party claim, complaint, or other legal action brought against GardaWorld or its Representatives as a result of GardaWorld or its Representatives following any procedure, directive, or rule issued by the Client, whether directly or indirectly causing the alleged fault; and/or c) any fraudulent, fault, negligence, gross negligence, gross fault or the willful misconduct of Client or its Representatives.
- 5.(5) WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE LOSSES OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER OR HOWSOEVER CAUSED, OR FOR LOSS OF INCOME OR LOSS OF PROFIT ARISING FROM A BREACH OF THIS AGREEMENT (INCLUDING FUNDAMENTAL BREACH OR OTHERWISE), NEGLIGENCE, OR UNDER ANY

OTHER THEORY OF LAW OR EQUITY, EVEN IF THE PARTY OR ANY OF ITS REPRESENTATIVES HAVE BEEN ADVISED OF, HAD KNOWLEDGE OF, OR REASONABLY COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. 5.(6) TO THE EXTENT PERMITTED BY LAW, GARDAWORLD'S AGGREGATE LIABILITY TOWARDS CLIENT IN CONNECTION WITH THIS AGREEMENT SHALL NOT IN ANY CIRCUMSTANCE EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GARDAWORLD IN THE TWELVE (12) MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION SHALL NOT APPLY WITH RESPECT TO ANY INTENTIONAL OR GROSS FAULT OF GARDAWORLD.

6. FEES AND PAYMENT

- 6.(1) The Client shall pay GardaWorld the fees, without deduction or set-off, as set out in Section C of this Agreement as payment for the Services. The Client acknowledges that the Fees are based on GardaWorld's costs for wages, benefits, fuel, services, equipment and materials at the commencement of the Term. If during the Term, the cost to GardaWorld of wages, benefits, fuel, services, equipment and materials increases, GardaWorld shall have the right to increase the Fees by such amount as GardaWorld, in its sole discretion, determines is necessary to cover the increase in the costs of providing the Services to the Client, or amend the Terms and Conditions of the Agreement by a written agreement mutually agreed upon by the parties. GardaWorld will give the Client written notice of any increase in the Fees charged and the new rates will take effect from the date specified in such notice.
- 6.(2) GardaWorld, or any of its affiliated entities to which it may subcontract the invoicing process, will invoice the Client on a weekly (once per week) basis for the Services rendered through its own invoicing system. Invoices will be sent exclusively via email at an email address specified in the front page. The Client is responsible for promptly informing GardaWorld of any change to the designated email address.
- 6.(3) The Client shall pay all Fees for the Services rendered exclusively via Electronic Funds Transfer (EFT) and shall not use any other payment method. Payment shall be made upon receipt of the invoice.
- 6.(4) All the amounts expressed in the Agreement are exclusive of and do not include any sales taxes and are stated and will be paid in Canadian currency, unless stated otherwise.
- 6.(5) Client shall be responsible for all goods and services tax, harmonized sales tax, provincial sales tax, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity or regulatory authority on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, GardaWorld's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 6.(6) The Client shall have a period of thirty (30) days from the date of receipt of an invoice to dispute its accuracy or amount. Any dispute must be submitted in writing to GardaWorld within this timeframe. If no dispute is raised within the said period, the invoice shall be deemed accepted by the Client, who agrees not to contest it thereafter. It is understood that, in the event of a dispute, the Client remains responsible for the payment of any undisputed portions of the invoice in accordance with this section.
- 6.(7) Except for invoiced payments that the Client has successfully disputed, past due balances, in accordance with Section 11.1 herein, are subject to administrative fees of 18% per annum (1.50% per month). Client shall also reimburse GardaWorld for all costs incurred in collecting any late payments, including, without limitation, legal fees.
- 6.(8) The Client acknowledges that this Agreement was prepared based on the assumptions set forth above, and any modifications thereto may impact the pricing of the Services currently in effect. Any changes to the payment method, invoicing frequency, invoicing system or process, or invoicing backup not automatically generated by GardaWorld's system shall require prior written agreement between the Parties. Furthermore, when the Client's billing process requires a purchase order or a work order, the Client shall provide such information to GardaWorld within a reasonable timeframe not exceeding fifteen (15) days from the date of the service request. Failure to provide the required information within this period shall be considered a delayed billing, and as such, shall bear interest in accordance with the fees specified above, starting on the sixteenth (16th) day following the service request date.

7. GENERAL

- 7.(1) Any demand, request, consent or any other notice ("Notice") that can or must be in writing and transmitted to a Party for this Agreement must be delivered in person or by registered or certified mail at the address provided on the first page of this Agreement. The Notice will be deemed received the day it was in fact received by the other Party. Any Party may, at any given time, provide a Notice of change of address to the other Party in accordance with the provisions of this Section. Once the Notice received, that Party's address will be the one provided in the Notice.
- 7.(2) The present Agreement replaces any prior contract, promises and any verbal or written agreement or understanding between the Parties with respect to the matter of the Agreement and this Agreement constitutes the entire agreement between the Client and GardaWorld with respect to the subject matter hereof. Neither Party has concluded this Agreement on the basis of other contract, understanding, accord, promise, undertaking, guarantee or representation other than the ones explicitly integrated herein.
- 7.(3) The Client undertakes not to, for the duration of the present agreement and for a period of one (1) year after termination of this Agreement, hire, save pursuant to an examination for public position or employment offers directed to the public and which cannot be solely directed to GardaWorld employees, or solicit for its own employment, either directly or through one of its affiliates, any GardaWorld employee assigned to this Agreement, unless and until the Client pays to GardaWorld an amount equivalent to twenty percent (20%) of that employee's annual salary with GardaWorld as of the date of termination of his or her employment. The Client acknowledges that such payment shall constitute a placement fee payable to GardaWorld and shall not be chargeable to or against the employee by the Client.
- 7.(4) Neither Party shall assign, sell or transfer this Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of the other Party. Any assignment completed without the prior written consent of the other Party shall entitle such Party to terminate this Agreement immediately.
- 7.(5) This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns and legal representatives of any type whatsoever.
- 7.(6) This Agreement is subject to, made in and shall be governed in all respects by the laws of the province or territory of Québec and the laws of Canada applicable therein, and in case of any dispute arising under this Agreement, the Parties submit to be restricted to the jurisdiction of the tribunals of the district/city of Montreal, province of Quebec and the courts of that district shall have exclusive authority to hear any litigation, injunction or other recourse related to the Agreement.
- 7.(7) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. All amendments to this Agreement must be in writing and must be approved in writing by both Parties.
- 7.(8) The Parties hereto have required and agreed that this Agreement and all other documents in connection herewith be drawn-up and signed in the English language. Les parties aux présentes ont expressément demandé que ce contrat et tous les documents

Client Initials: _____ GardaWorld Initials: _____
Initial and return to your branch office representative