

**Public Safety Security Organization LLC
CONTRACT FOR SECURITY SERVICES**

1. Parties. The parties to this contract are the [Customer NAME], (hereinafter “CCustomer”) and (Public Safety Security Organization), (hereinafter “Contractor”).
2. Purpose. The purpose of this contract is for the CCustomer to engage Contractor to provide armed or unarmed security services for the CCustomer. If other service requested specify _____
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference. for the [REGION NAME or Facility Name AND ADDRESS] Region.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit “B”, captioned “Additional Terms and Conditions”, which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit “A”, the CCustomer agrees to compensate Contractor as provided in Exhibit “C”, captioned “Compensation”, which is attached hereto and made a part hereof by reference.
6. Period of Performance. The Contract shall commence upon the approval, signature and delivery of the initial payment, the parties hereto agree upon, from the date (_____) and continue to run for a term of _____ or ___ year(s) and thereafter will be automatically renewed for consecutive ___ year periods until terminated by either party, in writing, at least thirty (30) days prior notice to end on an anniversary of the Effective Date. If any Services are provided prior to the Effective date, this Agreement shall apply to such Services.
7. Method of Payment. Contractor agrees to accept payments referenced in Paragraph 5, “Consideration”, to be paid as billed by Contractor. Contractor agrees to submit invoices to the CCustomer that contain a detailed account of each billing. The final invoice shall be submitted 1 week prior to final pay delivery date [add date]. Contractor is classified as an independent contractor and not a contractual employee of the CCustomer. As such, any compensation due and payable to Contractor will be paid as gross amounts.
8. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the Contractor to proceed under this agreement is conditioned upon the receipt of funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or

insufficient, either through the failure to provide or appropriate funds, the contractor shall have the right upon seven (7) working days written notice to the CCustomer, to terminate this agreement without damage, penalty, cost or expenses to the Contractor of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Compliance with Laws. Contractor understands that the [CCustomer NAME] is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of New York, and local laws and regulations, as now existing and as may be amended or modified.

11. Insurance. Contractor represents that it will maintain all insurances necessary to perform this contract, including but not limited to, workers' compensation insurance as required by the State of New York which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, accidental death, and property damage; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$1,000,000 with third party coverage. Contractor represents that it may be required to maintain automobile liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of \$1,000,000 for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more person; and automobile property damage insurance covering all property damage by automobile with limits of \$1,000,000 for all property damage by automobile. All general liability, professional liability, employee dishonesty, fidelity bond, automobile liability, and automobile property damage insurance will provide coverage to an additional insured if need be. The [CCustomer NAME] reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from New York state.

12. Stop Work Order.

a. *Order to Stop Work:* The procurement officer, may, by written order no less than 30 days prior to stoppage, to Contractor at any time after the halfway mark of the complete delivery schedule, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 60 days and can not be ordered again thereafter within the same year. after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Parties shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Convenience Clause of this contract, if applicable.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule, Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for contract to be completed, or in possible cost increases of any kind, for the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment before the end of the period of work stoppage; provided that, any such claim asserted may be received and acted upon at any time prior to end of the current or upcoming payment schedule under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for convenience, the reasonable costs resulting from the stop work order as well as a cancellation fee, shall be allowed by adjustment or otherwise and will be reflected on the next (final) payment schedule.
- d. Stop work orders do not and will not release the Customer from any of its previous, current or future obligations under this Agreement. Stop work orders are not a releasement of any responsibilities. Stop work orders are merely a postponement of work due, due to reasonable causes such as construction, financial etc.

13. Termination for Convenience.

- a. *Termination.* The procurement officer may, when the financial interests of the Customer so reasonably require, terminate this contract in whole or in part at any time, for the necessity of the Customer only after 3/4 of the agreed upon delivery schedule has been met. The procurement officer shall give written notice of the termination to Contractor specifying the reason for termination, which part of the contract will be terminated, and when termination becomes effective.
- b. *Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Customer must settle the liabilities, claims and fees arising out of the termination of the contract, and orders connected with the terminated work. Contractor must still complete the work not terminated.

14. Termination for Default.

15 Default. If Contractor refuses or fails to perform the majority of the scope of service in this contract, the procurement officer may notify Contractor in writing of the delay or nonperformance and if not cured in the time specified, the procurement officer may terminate the Contractor's right to proceed work or such part of the contract as to which there has been

delay or a failure to properly perform. In the event of termination in whole or in part due to default, the procurement officer, after notifying the contractor of such action, may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. The Contractor shall continue performance of the contract to the extent it is not terminated.

16 Contractor's *Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the Customer has an interest.

17 Exclusion of Indirect and Consequential Damages: contractor shall in no event be liable for any indirect or consequential damages, including, but not limited to, loss of profit, purely financial loss, loss of income, business or revenue, even if contractor has been advised of the possibility of such losses or damages. Further, contractor will not be held responsible for any damages / sabotage and other acts caused to the premises of the Customer due to activities of trade unions / riots etc. or any other events of "force majeure", acts of God / Nature etc. which are considered as beyond the direct control of the contractor.

18 Negligent or Willful Acts of personnel of contractor: contractor will be responsible for damages or loss arising directly from the willful acts of its personnel within the defined responsibilities assigned to them subject to force majeure, timely payments of invoices and the report of a joint committee represented equally. In case of any theft or negligence of any kind the Client will inform the contractor of the incident within the shortest possible time and provide a copy of the Report filed and any other document which is required by the contractor to realize any insurance claim. Notwithstanding anything to the contrary in this Agreement the liability of contractor shall be restricted upto a maximum amount equivalent to the Service Margins of one month. Willful acts of a personal will not cause the contractor to default or cause the contract to be terminated.

19 Compensation. Payment for completed services delivered and accepted by the Customer shall be at the agreed upon contract price or prices. See Exhibit C

20 *Excuse for Nonperformance or Delayed Performance*. Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the procurement officer after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, Upon request of Contractor, the procurement officer shall ascertain the facts and extent of any failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be

revised accordingly.

21 *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as prior to the notice of termination had been issued.

22 *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

23 Payment. Contractor agrees to accept all payments in United States currency. The CCustomer agrees to make payment in accordance with the contract time schedule and no later than 14 business days thereafter. A late charge of 1.5% per week will be added to balances if not paid within after the 14 days

24 Verification. Contractor represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all applicable laws.

25 Transparency. This contract, including any accompanying exhibits, attachments, and appendices, can be viewed and requested by CCustomer at any time. Information identified by Contractor and CCustomer as trade secrets, or other proprietary information, including confidential vendor information or any other information which is deemed confidential shall be redacted.

26 Paymode. See exhibition C.

27 Requirements contract. During the period of the contract, Contractor shall provide all the service described in the contract. the scope of service reflects the current expectations of the [CCustomer NAME] for the period of the contract. Contractor's liability for Customer Losses and any other liability under this Agreement shall be limited as set out under in this Article. The CCustomer agrees that the Compensation reflects contactors assessment of the risks and exposures based on information gathered by the contractor and provided by the CCustomer, and that the Agreement and the Scope of service is conditioned upon the fact that contractors liability in this Agreement is limited as provided herein. The price amount for compensation for every pay schedule shall be seen as fixed and final. however the contractor shall be entitled to adjust the Service Fee during the term of this Agreement upon ten (10) days written notice to the CCustomer in case the contractor's costs for the provision of the Services increase due to (i) increased labour costs or costs related to cars or other equipment provided, (ii) changes in insurance premiums and/ or(iii) changes in legislation or regulations relating to the Services. The [CCustomer NAME] may also request services in an amount less than or in excess of the final total contract amount thereafter. The CCustomer also understands and agrees that [CCustomer NAME] is under complete obligation allowed by law to Contractor when cooperation is needed for any reason.

Public Safety Security Organization LLC.
for more information please contact

_____ Jayson Cancel
_____ or (718) 844 3504

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

By: _____
DATE[Contractor's Name (person signing)]

[Contractor (name of company)]

By: _____
DATE[Director's Name]

[Director's Title]
[Customer Name]

EXHIBIT “A”

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the CCustomer in fulfillment of the purposes of this contract.

The Contractor will coordinate all communications with the CCustomer through [CCustomer Contact list Names].

The Contractor shall provide security guards as requested by the CCustomer. Uniformed or soft clothed, armed and or unarmed security may be provided in two separate formats: foot patrols and vehicular patrols depending on the CCustomer’s requirements. Foot patrol services may include the use of motorized and non-motorized means of transportation as provided by the CCustomer (such as golf-cart, Segway, etc. or bicycle). Vehicular patrols will be conducted in a vehicle provided by the Contractor or CCustomer. Guard services are to be provided in three categories: (1) one guard during regular business hours (generally 7:00 AM to 7:00 PM) with option for additional guard or guards; (2) one guard during after business hours (generally 7:00 PM to 7:00 AM) with option for additional guard or guards; and, (3) one guard twenty-four hours a day with option for additional guard or guards. Services are generally to be provided Monday through Friday. The CCustomer may negotiate a different beginning and ending time with the Contractor, as well as Saturday, Sunday and holiday service.

Services to be provided include safeguarding the CCustomer employees and a large range of facilities (some facilities could be potential terrorist targets). Examples of CCustomer facilities include, but are not limited to, the following: office buildings, hospitals, schools, warehouses, water reservoirs, communications networks, etc. The CCustomer may have more than one location and in different regions of the state. The CCustomer may require 24/7 on-site security presence, coverage only during regular business hours; and/or security services on weekends or during unique short-term events (i.e. specific threat, job fairs, art exhibits, etc.). Services to be provided include, but are not limited to, the following: allowing only authorized persons access to the building(s); maintaining an activity log (electronic or paper) in accordance with CCustomer requirements (accepting UPS, FedEx, or other package deliveries); monitoring and investigating of all internal alarm systems (fire, etc.); escorting CCustomer employees to conduct CCustomer banking business; checking to ensure all entrances and exits are secure at the end of the day; deterring acts of vandalism, graffiti, burglary, trespassing, and other hazardous, criminal, or unauthorized activities; conducting security patrols in accordance with the routes and schedules established in the post orders; responding to calls regarding fires, bomb threats, or any other emergency situations; roving patrol of property to detect and prevent criminal or unauthorized activities; and monitoring the employee parking area which may require a guard to be stationed outside. The CCustomer and Contractor must have a designated field supervisor on-call twenty-four hours a day to deal with any security issues which arise and who will act as the direct individual in charge of a security situation acting on behalf or in absence of the Owner. Additional services may be required by the CCustomer.

Any guard provided must have a minimum of two years’ experience as a security officer, or two years’ experience in a branch of law enforcement or other type of protective service;

The guards will be trained and capable of handling any and all incidents in a lawful and professional manner.

Any provided guard must have undergone a thorough criminal background investigation which reveals no criminal history. A criminal investigation includes, but is not limited to, fingerprint check, criminal records check, sex offender registration records check, and drug test at the Contractor's expense;

Any guard provided by contractor may be authorized to carry weapons and other necessary equipment, with a copy of the weapons permit and any other additional documents collected, available to The CCustomer at any time. All weapon permits and other necessary documents will be current and maintained in accordance with the contract and law. Additional weapon and equipment qualification requirements will be required by the contractor, CCustomer and or law.

Additional minimum requirements, including specific certifications, licenses, designations, and/or trainings pertinent to operations may also be required. Examples include, but are not limited to, the following: valid state driver's license; successful drug test passage; completion of specialized training (i.e. weapons, reporting, canine, terrorism, FEMA, First Aid, Automated External Defibrillator (AED), School Resource Officer, etc.). If required, the Contractor must provide copies to the CCustomer. All certifications and licenses should be current and maintained in accordance with the contract and law.

The Contractor shall also provide with respect to all security employees provided to the CCustomer:

- Fulfill CCustomer requests for guard(s) within twenty-four (24) hours of request;
- Ensure that the guard(s) are in complete uniform and well-maintained at all times;
- Provide all materials, serviceable firearms, ammunition, handcuffs, serviceable flashlights, rain gear, uniforms which are clean, in good repair, easily recognizable, and identify the guard as an employee of the Contractor, and any other miscellaneous equipment which may be needed;
- Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;
- Abide by all ordinances and laws pertaining to the CCustomer's and Contractors operation and secure all required licenses, permits, certifications, trainings, insurance, background investigations, fingerprint checks, and drug tests;
- Make all unemployment compensation contributions as required by federal and state laws and process claims as required;
- Ensure the security employee reports to work at the time and place specified;
- Ensure that guard(s) do not engage in personal activities (texting, personal phone calls, reading magazines, etc.) while on the job, and that guards comply with the CCustomer's restrictions regarding visitation with friends, family members or acquaintances while on the job;

- Ensure that guard(s) do not vacate their post during or at the end of their shift unless relieved by appropriate duty personnel, and arrange for replacement personnel for shift changes, breaks and for unanticipated events (i.e. illness, family emergency, etc.);
- Replace, any security guard not performing satisfactorily within six hours; and,
- Ensure that guards working in prisons, courts and similar environments comply with any CCustomer restrictions regarding contact with any inmate, any member of the inmate's family or any of the inmate's friends, on-site or off, except in a manner that supports the contract;
- Perform all services provided in the contract in accordance with customary and reasonable industry standards;
- Provide vehicle(s) and display "Security" on the driver and front passenger door if providing the optional patrol vehicle(s);
- Operate and maintain vehicle(s) in accordance with all applicable laws and regulations and those established by the CCustomer at the Contractor's or CCustomer's expense; and,
- Ensure that no security guard or supervisor work more than twelve (12) hours including any and all breaks, in a twenty-four (24) hour period; the CCustomer, in an emergency situation, can waive this requirement when the circumstances are beyond the control of the Contractor.

The Contractor shall also:

- Maintain a sufficient pool of qualified guards large enough that if, for any reason, the scheduled guard does not report for duty or must be replaced, the security company can provide a replacement guard within six hours after notification;
- Arrange for the CCustomer to request new security guard(s), after 1 business week of placement
- Ensure that all security personnel receive and pass a drug test prior to hire and provide copies of all personnel drug test if required by the CCustomer;
- Conduct periodic drug testing of security personnel at the Contractor or CCustomer expense throughout the year at a minimum of twice per year and provide copies of the results if required by the CCustomer;
- Provide CPR certified guards and a copy of the appropriate certification if required by the CCustomer; and,
- Employ only qualified personnel who are proficient in performing assigned tasks, are drug-free and proficient in the English language.

EXHIBIT “B”

ADDITIONAL TERMS AND CONDITIONS

Anti-assignment. Contractor acknowledges that it was selected to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor may not transfer this agreement, in whole or in part, without the prior written consent of the CCustomer, which the CCustomer may, in its sole discretion, approve or deny with reason. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Contractor may deem necessary. CCustomer agrees that it may incur additional fees if a subcontractor is necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Approval. It is understood that this contract requires approval by the CCustomer through the initial payment. If this contract is not approved, it is void and no further action shall be made hereunder.

Attorneys’ fees and expenses. Subject to other terms and conditions of this agreement, Contractor and CCustomer shall pay all of its own costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by enforcing this agreement.

Authority to contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of New York; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidential information. “Confidential Information” shall mean: (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the CCustomer. Each party to this agreement agrees to the following:

- i to protect all confidential information provided by one party to the other;
- ii to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law;
- iii except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission; and,
- iv to do so by using those methods and procedures normally used to protect the party’s own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the CCustomer shall result in the immediate termination of this agreement.

Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that contractor is a Limited liability corporation of the State of New York and is subject to the New York state limited liability corporation law. If a public records request is made for any information provided to contractor or CCustomer pursuant to the agreement, CCustomer or contractor shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The

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disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

Contractor personnel. The CCustomer shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the CCustomer reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the CCustomer in a timely manner and at no additional cost to the CCustomer. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Debarment and suspension. Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or CCustomer or any political subdivision or CCustomer of the State of New York;
- b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Disclosure of confidential information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by New York State law.

Exceptions to confidential information. Contractor and the CCustomer shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- 1 is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- 2 is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- 3 is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- 4 is independently developed by the recipient without any reliance on confidential information
- 5 is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- 6 is disclosed with the disclosing party's prior written consent.

Errors in extension. If the final price and the extension price are at variance, the extension price shall prevail.

Failure to deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the CCustomer, after due written notice, may procure the services from other sources only after the Contractor fails to remedy the failure within a reasonable time-frame specified by the CCustomer.

Failure to enforce. Failure by the CCustomer at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the CCustomer to enforce any provision at any time in accordance with its terms.

Final payment. as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor and CCustomer shall execute and deliver to each other a release of all claims against each other arising under, or by virtue of, the contract.

Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the CCustomer immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the CCustomer determines it to be in its best interest to terminate the agreement.

Data Protection: The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained through out the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement. All data collected shall be confidential.

Indemnification. To the fullest extent allowed by law, both parties shall indemnify, defend, save and hold harmless, protect, and exonerate each other, its commissioners, board members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by either party and/or its partners, principals, agents, and or employees in the performance of this agreement.

Independent contractor status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as the agent. Nothing contained herein shall be deemed or construed by the CCustomer, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the CCustomer and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the CCustomer or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the CCustomer and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the CCustomer. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the [CCustomer NAME], and the [CCustomer NAME] shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The [CCustomer NAME] shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor, including Worker's Compensation, normally provided by the CCustomer for its employees.

Integrated agreement/merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the CCustomer and Contractor. Contractor and CCustomer acknowledges that it has

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thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the CCustomer or Contractor on the basis of draftsmanship or preparation hereof.

Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor.

Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:[*name, title, contractor, address, and email*]

For the CCustomer:[*name, title, CCustomer, address, and email*]

Non-solicitation of employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the CCustomer and Contractor.

Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the CCustomer and agreed to by Contractor.

Ownership of documents and work papers. contractor shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, Contractor shall deliver such documents and work papers to CCustomer upon termination or completion of the agreement if requested. The foregoing notwithstanding, CCustomer shall be entitled to retain a set of such work papers for its files. Contractor and CCustomer shall be entitled to use such work papers only after receiving written permission from each other and are subject to any copyright protections.

Priority. The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the signing officer. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

Quality control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the CCustomer.

Record retention and access to records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the CCustomer or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end

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of the three (3) year period, whichever is later.

Renewal of contract. The contract may be renewed at the discretion of the CCustomer upon written notice to Contractor at least 14 days prior to each contract anniversary date for a period of however much successive periods under the same or similar prices, terms, and conditions as in the original contract and/or subsequent contracts. The total number of renewal years permitted shall be infinite if no action is taken by the CCustomer the contract will automatically be renewed under the same/similar prices, terms, and conditions as in the original contract and/or subsequent contract at the discretion of the Contractor.

Recovery of money. Whenever, under the contract, any sum of money incorrectly given to contractor, shall be recoverable from or payable by Contractor to the CCustomer and vice versa, the same amount may be deducted from any sum due to Contractor or CCustomer under the contract or under any other contract between Contractor and the CCustomer. The rights of the CCustomer and Contractor are in addition and without prejudice to any other right the CCustomer and Contractor may have to claim the amount of any loss or damage suffered by the CCustomer or Contractor on account of the acts or omissions of Contractor.

Right to audit. Contractor and CCustomer shall maintain such financial records and other records as may be prescribed by the CCustomer or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the CCustomer, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the State, its designees, or other authorized bodies.

Right to inspect facility. The CCustomer may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the CCustomer.

Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Property. Contractor will be responsible for the proper custody and care of any CCustomer-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the CCustomer for any damage, caused by employee's negligence.

Termination upon bankruptcy. This contract may be terminated in whole or in part by [CCustomer NAME] upon written notice to Contractor if Contractor or CCustomer should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for work performed under this contract.

Third party action notification. Contractor and CCustomer shall give each other prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

Unsatisfactory work. If, at any time during the contract term, the service performed or work done by either party is considered by the other to create a condition that threatens the health, safety, or welfare of the customers and/or employees, the Party shall, on being notified by the other, immediately correct such deficient service or work. In the event the other fails, after notice, to correct the deficient service or work in acceptable time, the party shall have the right to order the correction of the deficiency with its own resources at the expense of the other.

Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or

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remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

EXHIBIT “C”

COMPENSATION

The Contractor will charge the rates listed below :

[CONTRACTOR’S NAME]	Weekly Rate for one guard for [REGION NAME] Region	Rate for each additional guard for [REGION NAME] Region
Business Hours (#)	\$ per hour	x
After Hours (#)	\$	x
Twenty-Four Hours	\$	x

the Contractor will submit invoices electronically or by mail throughout the term of this contract to the designated CCustomer representative. Payments by the CCustomer shall be done so by check or deposited into the bank account of the Contractor’s choice and vice versa. The Contractor and CCustomer understand and agree that any other fees shall be added when necessary and represented within an itemized invoice.

All payments shall be in United States currency.

The price amount for compensation for every pay schedule shall be seen as fixed and final. however the contractor shall be entitled to adjust the rate or add costs at any time during the term of this Agreement before the start of the next payment period by written notice to the CCustomer in case the contractor's costs for the provision of the Services increase due to

- (i) increased labour costs or costs related to cars or other equipment provided,
- (ii) changes in insurance premiums and/ or
- (iii) changes in legislation or regulations relating to the Services. the [CCustomer NAME] may request services in an amount less than or in excess of the final total contract amount thereafter.

Registration of services is not complete until a contract is signed and the full payment of the initial agreed upon payment has been received. Payment not received before the agreed upon contract commencement date will result in the immediate cancelation or postponement of all PSSO Services. a cancelation fee of any charges incurred by PSSO due to contacts, negotiations, preparations and or operations/services rendered with you or prospective client up to that point will be billed to CCustomer.. All Payments may be made by Check, Visa, MasterCard or American Express at our website. A processing fee of 3% will be billed and charged to you for any debit or credit card transactions. A processing fee of \$25 will be charged for returned checks and the registration of services will be cancelled or postponed until a negotiable instrument (acceptable form of payment such as money order or cashier's check) is received. For additional information at any time contact PSSO at publicssorganization@gmail.com or use our contacts above.

There will be no refunds for cancellations made within 30 days of the agreed upon contract commencement date and there after. Notice of cancellation must be made via e-mail to publicssorganization@gmail.com. A cancellation acknowledgement will be sent within 3 working days and fees refunded within 10 working days, subject to this Refund policy, Payment Policy and Contract agreement. Where PSSO, offers a non-tangible irrevocable services we do not issue refunds once the order is accomplished. As a customer you are responsible for understanding this refund policy and contract upon purchasing any product or services from PSSO. However, we realize that exceptional circumstance can take place with regard to the character of the product or services we provide, therefore PSSO reserves full discretion to make the determination whether a refund is appropriate.

Incremental pay time-frame	Pay Date	Total
1		

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3		
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