

# Contract For Patrol Security Services Privateer Security Forces

This agreement is made and entered into on the date of execution between the undersigned Client, located at \_\_\_\_\_, \_\_\_\_\_, USA, (hereinafter referred to as the "Client"), and Privateer Security Forces, L.L.C., a limited liability company with its corporate headquarters in Tucson, AZ, 85745 (hereinafter referred to as the "Contractor" or "Privateers"). The Client and Contractor shall be collectively referred to as the "parties."

## Witnesseth:

**Whereas** the Client desires to engage the services of a highly qualified and licensed security services provider for the protection of its facilities and premises located at \_\_\_\_\_, and Contractor represents that it is qualified, licensed, and has the ability and willingness to perform such work and services on the terms and conditions set forth in this agreement.

**Now therefore**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## 1 TERM OF CONTRACT

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This contract and its provisions shall remain in force for a period of \_\_\_\_ months, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, unless earlier terminated in accordance with the provisions set forth in sections 7 and 16 below. The Client shall have the option, at its discretion, to extend the term of this agreement for additional periods of up to six months. To exercise this option, the Client shall provide the Contractor with written notice of its intention to extend the contract for an additional term at least three (3) days prior to the expiration of the current term. The Contractor may accept or reject such extension at its sole discretion.

## 2 DEFINITIONS:

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**"Patrol"** refers to the action of traversing and searching the private lands of the subject property for observation or the maintenance of security. It involves walking or driving throughout the premises and surrounding premises, keeping a lookout for potential problems, and the enforcement of company policy and law, excluding policies that would constitute security actions outside of this definition. A patrol may extend to or traverse any area within a +/- 500 ft. radius that may benefit the Client's security or the investigation of an incident or suspicious circumstance related to Client lands. A patrol may, but is not required to, involve the dismounting and traversal of property on foot, or the deployment of drone technology to inspect the site and surrounding lands by air.

**"Taser"** refers to any brand Conducted Electrical Weapon (CEW) that utilizes a subdermal remote electric discharge to immobilize a subject.

**"Drone"** is any brand autonomous or piloted semi-autonomous vehicle or aircraft.

**"Autonomous"** refers to the capability of a vehicle or aircraft to perform tasks without direct human supervision or control. An autonomous drone may utilize on-board sensors, artificial intelligence, and pre-programmed instructions to navigate, communicate, and complete tasks.

**"Post orders"** refer to the specific instructions and guidelines that Privateers must observe and follow in the execution of their duties.

**"Tasks"** refer to the specific actions or operations that the Contractor is required to perform in the scope of providing security services to the Client, including but not limited to patrolling, monitoring security cameras, inspecting premises, responding to alarms, and maintaining communication with the Client or other parties. These tasks may be required to be completed within specific time windows or at certain, specific times, as specified in this contract or otherwise agreed upon by the parties.

**"Objectives"** refer to the overall goals or outcomes that the Client aims to achieve through the provision of security services by the Contractor. These objectives may include but are not limited to ensuring the safety and security of the Client's facilities and personnel, mitigating risks or threats to the Client's operations or assets, and enhancing the overall security posture of the Client's organization. The Contractor shall work closely with the Client to identify and prioritize these objectives, and develop strategies and plans to achieve them.

**"Outcomes"** refer to the actual results or effects of the security services provided by the Contractor, as measured against the objectives and goals set forth by the Client. The Contractor shall work closely with the Client to track and report on these outcomes, and adjust their strategies and plans as needed to improve performance and achieve the desired results.

**"Lands"** refer to the specific legal description of the area of operations that the Contractor is contracted to secure, as defined in this contract. This may include but is not limited to the physical boundaries of the property, the buildings or structures located on the property, and any surrounding areas or premises that are designated for security purposes by the Client. The legal description of the lands to be secured shall be provided by the Client and included in this contract.

### 3 SERVICES:

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#### 3.1 SERVICE DECLARATIONS:

The Contractor shall provide security services and protection to the personnel and premises of the Client located at \_\_\_\_\_, as follows:  
USPS Address of Post Location

**The area of operations is legally defined as the following lands at the above address:** (legal description of lands to be secured):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor shall perform the following tasks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Tasks should be completed within specific time windows or at certain, specific times, as follows:

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### 3.2 POST ORDERS:

The Client shall be responsible for logging into the Contractor's portal and verifying or modifying the values from their default settings for Post Orders. In the event the Client does not modify post orders, the Contractor shall follow the system default settings. The Client acknowledges and agrees that the Contractor shall not be liable for any damages, losses, or claims arising out of the Client's failure to log in to the Contractor's portal and modify post orders in accordance with the terms of this agreement.

### 3.3 UNIFORMS:

The Privateers \_\_\_\_\_ may/shall/shall not be uniformed and wear appropriate identification badges. Firearms, non-lethal weapons, devices, and other "tools of the trade" are to be openly carried when in uniform. Body armor is to be always worn, in any reasonable configuration, at the discretion of the Contractor. The names of the Privateers shall be given to Client for verification purposes well in advance of assignment to perform services under this contract.

The Privateers \_\_\_\_\_ may/shall/shall not be dressed in plain clothes and possess appropriate identification. Weapons, devices, and other tools of the trade may be concealed when carried, or openly carried. Body armor shall always be worn, in any configuration, at the discretion of the Contractor. The names of the Privateers shall be given to Client for verification purposes well in advance of assignment to perform services under this contract.

### 3.4 X-TRA DUTY PACKAGE

The Privateers \_\_\_\_\_ shall/shall not engage in special duties as an additional service to be known as the "X-Tra duty package" for an additional monthly fee of \$\_\_\_\_\_. The specific duties to be performed under this package shall be defined in the Post Orders document, whether created digitally or physically, and disseminated to the Contractor and its Privateers. Such duties are subject to the Contractor's approval and may include tasks typically reserved for maintenance and caretaker personnel, such as locking and unlocking gates, turning on and off lights or other systems, accessing the inside of buildings to check on suites, specific rooms, or specific items, accessing maintenance rooms to check temperatures, pressures, and statuses, and other similar tasks. Tasks that are disqualified include, but are not limited to, the feeding of animals or plants, providing medical care or medical assistance on a non-emergency basis which are typically reserved for licensed medical professionals.

The Client acknowledges and agrees that the Contractor shall not be liable for any damages, losses, or claims arising out of the Privateer's performance of such special duties under the X-Tra Duty Package. The Client further acknowledges and agrees that the Contractor may modify or discontinue the X-Tra Duty Package at any time at its sole discretion.

### **3.5 24-HOUR EMERGENCY RESPONSE SERVICE**

The Privateers \_\_\_\_\_ shall/shall not provide 24-hour emergency response to the client as an additional service known as the “**24-hour emergency response package**” for an additional monthly fee of \$ \_\_\_\_\_. The 24-Hour Urgent Response Package shall entitle the Client to a maximum of three tokens per month, each of which can be redeemed for a response to an urgent situation with the highest priority.

Upon receipt of an urgent response request, the Contractor shall dispatch a patrol Privateer to the location immediately. The Privateer shall proceed to the location as soon as reasonably possible, and upon arrival, shall provide traditional patrol services for the traditional patrol duration of 15 minutes or direct incident response, depending on the facts as they appear to the Privateer at the time of arrival.

The Client acknowledges and agrees that each token can be redeemed for one urgent response and is subject to the terms of this agreement. The Contractor shall not be liable for any damages, losses, or claims arising out of the Privateer's performance of such urgent response services under the 24-Hour Urgent Response Package. The Contractor may modify or discontinue the 24-Hour Urgent Response Package at any time at its sole discretion.

### **3.6 SCOPE OF PATROL OPERATIONS:**

Privateers assigned to patrol roles are trained according to proprietary standards set forth by the Contractor and instilled during the hiring process. As such, the Contractor shall be solely responsible for determination of the day-to-day operations performed to meet the mission objectives set forth in the post orders document and this contract in section three (3). Privateers shall not be required to perform any duties not specifically outlined herein. Privateers are authorized by Contractor, at their own discretion, to perform any duty for the Client within the scope of their ability, provided the duty is in the interest of safety and security and within the Contractor's company ethos.

### **3.7 TEMPORARY DUTY ASSIGNMENTS:**

The Client may, at its discretion, expand this contract to encompass temporary duty assignments, including static post duties, at a rate of \$40.00 per hour. Such temporary duty assignments shall be requested by the Client in writing, which may include email correspondence, and shall include the specific details of the assignment, including the date, time, location, and duration of the assignment.

Upon receipt of a request for a temporary duty assignment, the Contractor shall use its best efforts to assign a qualified Privateer to perform such duty. The Contractor shall be responsible for ensuring that the Privateer is properly trained and equipped for the assignment, and shall take all reasonable steps to ensure the safety and security of the Client's property and personnel during the assignment.

The Client acknowledges and agrees that the Contractor shall not be liable for any damages, losses, or claims arising out of the Privateer's performance of temporary duty assignments, except to the extent caused by the Contractor's gross negligence or willful misconduct.

The parties shall execute a memorandum of temporary duty assignment, which shall set forth the orders, times, and other details of the assignment. The memorandum of temporary duty assignment may be in the form of an email or other written document, and shall be binding upon the parties upon its execution.

### **3.8 KEYS & CODES:**

For the performance of the security services described in this agreement, the Privateers may be given keys and/or access codes to the Client's facilities. The Contractor's preference is for a coded lockbox on the property, in which the keys are stored in a combination-locked box hidden on the subject site, and the Contractor is given access to

the code and location of the lockbox. The Client shall, when feasible, provide this method of access for the Privateers, and keys shall always be left in the lockbox on site when not in use.

The Privateers shall use the keys and/or access codes only for the purpose of performing the security services described in this agreement and shall keep the keys and/or access codes secure and confidential at all times. The Contractor shall take all reasonable steps to ensure that the keys and/or access codes are not lost, stolen, or misused. In the event that a key is lost or stolen, the Contractor shall immediately notify the Client and take all necessary steps to secure the premises and re-key any locks affected by the loss.

The Client acknowledges and agrees that the Contractor shall not be liable for any damages, losses, or claims arising out of the Privateer's use or misuse of the keys and/or access codes, except to the extent caused by the Contractor's gross negligence or willful misconduct. The Client shall indemnify and hold harmless the Contractor from any damages, losses, or claims arising out of the Client's failure to secure the keys and/or access codes or the misuse of the keys and/or access codes by the Client or any third party.

### **3.9 BODY CAMERA RIGHTS**

The Contractor reserves the right to use body-worn cameras on Privateers assigned to Client's premises. The Contractor shall provide training to the Privateers on the use of body-worn cameras, and shall ensure that the Privateers comply with all applicable laws and regulations regarding the use of body-worn cameras. The Contractor shall maintain the privacy and confidentiality of any recordings made by the body-worn cameras in accordance with applicable laws and regulations. Client acknowledges and consents to the use of body-worn cameras by the Contractor on Client's premises, and agrees to provide full cooperation in the event of any investigations or legal proceedings involving recordings made by the body-worn cameras.

### **3.10 EQUIPMENT:**

The Privateers shall be properly trained and licensed, in accordance with local law, to perform security services, including but not limited to, the carrying and use of firearms, CEW (taser) devices, pepper spray or other chemical agents, batons or other melee devices, pepper ball guns, handcuffs or other restraint devices, body armor, and other personal protective equipment, drone technology, and other essential tools, including equipment traditionally reserved for law enforcement, military, fire and medical personnel such as night optics, FLIR optics, enhanced zoom optics, and other devices.

The Contractor shall determine the specific equipment loadouts that the Privateers shall be equipped with, in accordance with its proprietary standards and the requirements of this agreement. The Privateers shall use such equipment only for the purpose of performing the security services described in this agreement and shall keep the equipment secure and confidential at all times.

The Client acknowledges and agrees that the Contractor shall not be liable for any damages, losses, or claims arising out of the Privateer's use or misuse of the equipment, except to the extent caused by the Contractor's gross negligence or willful misconduct. The Contractor shall take all reasonable steps to ensure that the equipment is properly maintained and inspected, and that any defects or malfunctions are promptly addressed.

The Client shall indemnify and hold harmless the Contractor from any damages, losses, or claims arising out of the Client's failure to secure the equipment or the misuse of the equipment by the Client or any third party. The Contractor may modify or update the equipment loadouts at any time at its sole discretion, provided that such

modifications or updates do not materially affect the scope or quality of the security services described in this agreement.

### **3.11 VEHICLES & EQUIPMENT OPERATION:**

Patrol cars or other vehicles may be required for the performance of security services under this agreement. The Contractor shall provide and maintain such vehicles, as needed, and operate them in a manner consistent with a reasonable scope of security operations. The Client authorizes the Contractor to use vehicles on Client property for the purpose of performing the security services described in this agreement.

The Contractor may operate horns, PA systems, spotlights, scene lights, and other lights, both flashing and steady burn, on the Client's premises as needed to project a security presence and perform security operations safely and effectively. The Privateers may utilize the vehicle as a "mobile office" on Client lands, access the laptop and perform data entry and upload operations, utilize surveillance features, and perform other tasks supported by the Contractor's proprietary patrol vehicle systems.

On Client lands, Privateers may use lawfully equipped vehicles to control traffic on private roads, perform traffic stops on private roads, execute vehicle detentions, barricade, restrict vehicle access, deploy identification and containment checkpoints, and illuminate scenes for defensive and offensive purposes. During normal patrol, Privateers shall not exceed the speed limit on private roads.

In the event that a Privateer exceeds the speed limit on private roads owned by the Client, the Privateer shall engage all equipped safety lighting on the Privateer's vehicle, including strobes, wig wags, and trim lighting. Privateers shall maintain a safe and reasonable speed that ensures the complete safety of all pedestrians in the area, especially in parking lots and other locations with heavy pedestrian presence.

The Contractor shall take all reasonable steps to ensure that the vehicles are properly maintained and inspected, and that any defects or malfunctions are promptly addressed. The Client acknowledges and agrees that the Contractor shall not be liable for any damages, losses, or claims arising out of the Privateer's use or misuse of the vehicles or equipment, except to the extent caused by the Contractor's gross negligence or willful misconduct. The Client shall indemnify and hold harmless the Contractor from any damages, losses, or claims arising out of the Client's failure to secure the vehicles or equipment or the misuse of the vehicles or equipment by the Client or any third party.

### **3.12 ON-SITE TRANSPORTATION ACCESS:**

In the event that the Client's lands contain roadways intended for use by a motor vehicle, or pathways intended for use by offroad motor vehicles or other off-highway vehicles, including UTVs, ATVs, golf carts, segways, bicycles, personal watercraft, or other motorized or automated means of transportation, the Client shall grant the Contractor full access to the roadways or pathways to utilize appropriate transportation as needed for the purposes of providing the security services described in this agreement.

The Contractor shall operate any vehicles or equipment on the Client's lands with reasonable care and in accordance with all applicable laws and regulations. The Contractor shall be responsible for any damages or injuries caused by the Contractor's negligent or intentional acts or omissions while using the vehicles or equipment on the Client's lands.

The Client shall indemnify and hold harmless the Contractor from any damages, losses, or claims arising out of the Client's failure to secure the roadways or pathways or the misuse of the roadways or pathways by the Client or any

third party. The Contractor shall take all reasonable steps to ensure that the vehicles or equipment are properly maintained and inspected, and that any defects or malfunctions are promptly addressed.

The Contractor may modify or update the means of transportation utilized for the purposes of providing the security services described in this agreement at any time, at its sole discretion, provided that such modifications or updates do not materially affect the scope or quality of the security services.

### **3.13 EMERGENCY CONTACT & PROCEDURE:**

In the event of an emergency, the Contractor shall immediately contact appropriate emergency services and establish contact with the Client as urgently as possible. If the Contractor needs to contact the Client for any reason, the Contractor shall call the following persons:

During the day: \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_

During the night: \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_

Tertiary contact (if any): \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_

If the Contractor is unable to contact the Client using the above contact information, the Contractor, its Privateers, dispatchers, and other personnel are authorized by the Client to make good faith decisions based upon the best interest of the Client as perceived by the Contractor to resolve any situation with the interest of minimizing damage to Client assets, reputation, and finances. The Client hereby authorizes the Contractor, when clearly necessary and reasonably unavoidable, to make forced entry to structures, deploy chemical agents such as fire extinguisher foam and other emergency-related chemicals, disable power, water, gas, and other utilities at the main line or other junctions, and take other actions reasonably necessary to preserve the welfare of the Client.

The Client shall indemnify, hold, and save harmless the Contractor, its employees, and authorized persons aiding the Contractor, including emergency personnel, for any damage resulting from the good faith efforts to prevent greater damage to the Client in the event of an incident. The Contractor shall exercise due care and take reasonable precautions to minimize damage to Client assets, reputation, and finances while responding to an emergency. The Contractor shall be liable for any damages caused by its gross negligence or willful misconduct while responding to an emergency.

### **3.14 MARKERS, BARRICADES, TAPE:**

In the event that the Privateer must secure a scene or a static, immovable hazard to human health and property exists, the Contractor may, at their reasonable discretion, utilize various hazard and crime scene-related visual devices to secure the area and prevent human beings from encountering potential and actual hazards that might not be clearly identifiable. The visual devices may include but are not limited to "security line – do not cross" or "caution" barrier tape, evidence marking flags, stanchions, traffic cones, traffic or pedestrian barricades.

The Contractor shall be responsible for the cleanup of marking devices deployed to secure potential and actual crime scenes or hazards that have been cleared by the Client or responsible party within 30 days of deployment. The marking devices used shall remain the property of the Contractor, and the Client shall not be charged for their use during this period. The Client may also opt to provide their own visual devices within this time frame if they prefer.

If the scene, hazard, or other condition requiring marking is not cleared by the Client or responsible party within 30 days, the marking devices shall remain in place indefinitely, and the Client shall be billed at cost for any non-

consumable products such as traffic cones, barricades, or stanchions used in the deployment of visual devices. The marking devices used shall become the property of the Client, and the Contractor shall order new marking devices to be used in future deployments.

The Contractor shall have the option to provide non-consumable visual devices such as traffic cones, barricades, or stanchions to the Client at a markup of 10% above the cost of the devices.

All visual devices deployed by the Contractor shall be in compliance with applicable laws and regulations. The Contractor shall not be responsible for any liability arising from the use of visual devices, and the Client shall indemnify, defend and hold the Contractor, its employees and authorized persons aiding the Contractor harmless from and against any and all claims, damages, and expenses arising from the use of visual devices.

### **3.15 SUBSTITUTIONS AND MISSED SHIFTS:**

If for any reason beyond the Contractor's control, Contractor is unable to fulfill the requirement of one or more regularly scheduled patrols within its respective specified time window, the Contractor shall have twenty-four (24) hours to provide the Client with a supplemental patrol. Contractor shall attempt to provide the supplemental patrol at a reasonable time within the same shift to be effective in the overall security of the premises or may opt to perform an additional patrol in the shift occurring 24 hours later, at a reasonable time as to compliment the overall security operations of the premises. If the Contractor fails to provide the Client with a supplemental patrol within 24 hours, the service invoice for period shall be adjusted by the Contractor to reflect the actual patrol performance amount.

### **3.16 REPORTING:**

Contractor shall provide all reporting via the Contractor's proprietary internet dashboard and related automated emails. Client shall access the dashboard regularly to check video, communicate with the security staff at the Client facility, and receive less urgent communications from Contractor. Contractor will provide video media of patrols and incidents whenever possible for the purpose of reporting and record keeping. Contractor shall provide technical support to Client when needed to ensure reliable access to reporting dashboard. Client shall receive initial access to the reporting dashboard via a formal email delivered to the primary Client's email account within seventy-two (72) hours of the execution date of this agreement.

Email Account: \_\_\_\_\_

### **3.17 EMERGENCY INCIDENT ACCESS RIGHTS:**

The Client hereby grants the Contractor full authority to access all areas of the contracted property for the purposes of security operations. In the event of a breach or discovery of an unsecured door or other port of entry to the Client's facility, whether or not a crime is suspected or has been committed, the Contractor is authorized to make entry into the facility for the purpose of "clearing" and securing the facility, ensuring the safety of all occupants and safeguarding the scene.

Furthermore, the Client authorizes the Contractor to escort, invite and direct law enforcement, fire and rescue, and medical personnel into the Client's premises as necessary for the same purposes. The Contractor shall be entitled to charge additional fees for emergency incident response services, including but not limited to, the deployment of additional personnel or equipment, and any other reasonable expenses incurred during such response. The Client agrees to indemnify and hold the Contractor harmless for any liability arising from such incidents and shall fully cooperate with the Contractor in providing access and assistance to respond to such incidents."



### **3.18 REMOVAL OF PERSONAL PROPERTY:**

The Client authorizes the Contractor to confiscate all abandoned bags, carriages, and containers left on Client property under suspicious circumstances for the purpose of searching their contents for contraband, weapons, and other prohibited or dangerous items. In the event that such items are found, the Contractor may transport them to Contractor's headquarters for safe searching under proper ventilation and personal protective equipment conditions. The Contractor may catalog, document, photograph, and store the confiscated items, and may dispose of them at the Contractor's discretion.

The Contractor shall return any safe items and valuable personal property to the Client to be disposed of at the Client's discretion. In addition, the Contractor is entitled to charge a reasonable fee for the removal, storage, and disposal of the confiscated items. The Client agrees to indemnify and hold the Contractor harmless for any liability arising from such incidents and shall fully cooperate with the Contractor in providing access and assistance in removing such items.

The Contractor shall provide a report of the contents of the bag, disposed items, and any contact with law enforcement regarding the contents of the chattels to the Client upon delivery of the confiscated items. The Contractor shall have no liability for any loss or damage to any item confiscated under this provision.

### **3.19 REMOVAL OF PERSONAL PROPERTY – TOWING:**

If the Client requires the Contractor to tow vehicles on behalf of Client property, the Client must provide the Contractor with a copy of the contract established with the towing company contracted to provide PPR (private property removal) services to the Client. Upon receipt of the said contract, the Contractor shall initiate tow requests as authorized by the Client in the contract, designated in post orders, and in compliance with lawfully posted policies.

The Contractor is entitled to charge a reasonable fee for the towing services rendered, including any additional fees or costs incurred for storage and disposal of the towed vehicle. The Client shall fully indemnify and hold the Contractor harmless for any liability arising from the towing services rendered, including but not limited to, any damage to the towed vehicle or any claims arising from the towing service.

The Contractor shall provide regular reports to the Client regarding the status of any towed vehicles, including the location and condition of the towed vehicle. In the event that any disputes arise with the towing company or any other third party in connection with the towing services provided, the Contractor shall fully cooperate with the Client in resolving such disputes, and the Client shall fully indemnify and hold the Contractor harmless for any liability arising from such disputes.

### **3.20 LONG DISTANCE PATROL MILEAGE & SERVICE**

Long Distance Patrol Services are a specialized type of patrol that requires a patrolman to drive a long distance and perform a duty, traditionally for a longer amount of time than a typical patrol, such as traffic control or remote, mobile site security. A long-distance patrol shall be defined as any patrol whose site is more than 30 miles from the Contractor's headquarters.

The Contractor shall charge a premium fee for Long Distance Patrol Services to compensate for the additional expenses incurred, including but not limited to, fuel costs, vehicle maintenance, and additional travel time. The Client shall pay for any and all expenses incurred by the Contractor in providing Long Distance Patrol Services, including any necessary travel accommodations and per diem expenses.

Long Distance Patrol Services shall otherwise be identical to traditional patrols in all aspects, including the level of security provided and the duties performed by the Contractor. The Contractor shall provide regular reports to the Client regarding the status of Long Distance Patrol Services, including any incidents or noteworthy activities observed during the patrol.

The Contractor shall have no liability for any loss, damage, or injury arising from the provision of Long Distance Patrol Services, except as otherwise provided in this Agreement. The Client shall fully indemnify and hold the Contractor harmless for any liability arising from Long Distance Patrol Services, including but not limited to, any claims arising from the negligence or misconduct of the Contractor or its employees.

### **3.21 WARNING, CITATIONS, NOTICES:**

During security operations, it may be necessary for Privateers to leave notices on vehicles or structure doors regarding minor violations or incidents. The Client authorizes the Contractor to issue notices on behalf of the Client when necessary for the safety and security of the Client and normal progression of operations on Client premises.

The Contractor is entitled to charge a reasonable fee for the issuance of any notices or citations, including but not limited to, violation notices (warnings), handwritten notes, service bills (bills for violation accommodations), HOA fee notices (CC&R violations, etc.), and tow warnings. All notices and citations shall be delivered on stationary mediums that make the nature and purpose of the communication clearly apparent to the recipient as a security or civil notice.

Citations shall be recorded by the Contractor in the Contractor's database, and records of citations, due dates, and other valuable information shall be made immediately available to the Client on the Contractor's website. The Contractor shall have no liability for any disputes arising from the issuance of notices or citations, except as otherwise provided in this Agreement.

Collection of dues, fees, or other valuable considerations as a result of notices or citations are the sole responsibility of the Client. The Contractor shall not be responsible for any non-payment of dues, fees, or other valuable considerations, and the Client shall fully indemnify and hold the Contractor harmless for any liability arising from non-payment.

## **4 CONTRACTOR'S PERSONNEL**

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### **4.1 RESPONSIBILITY FOR SERVICES PERFORMED**

The Contractor shall be fully responsible for all work and services performed by its Privateers. The Contractor shall employ only qualified, competent, and well-trained Privateers to perform the services under the contract.

The Contractor shall take all necessary measures to ensure that its Privateers are adequately trained and properly equipped to perform the required services in a professional and efficient manner. The Contractor shall ensure that its Privateers are fully licensed and insured, and that they comply with all applicable laws, regulations, and industry standards.

The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement. The Client shall fully indemnify and hold the Contractor harmless for any liability arising from any act or omission of the Client or any third party.

The Contractor shall not be liable for any indirect, special, or consequential damages arising from the performance or non-performance of its services, except as otherwise provided in this Agreement. The Contractor's liability shall be limited to the amount paid by the Client for the services rendered under this Agreement.

The Contractor shall provide regular reports to the Client regarding the status of the services performed, including any incidents or noteworthy activities observed during the performance of the services. The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## **4.2 QUALITY ASSURANCE**

The Contractor shall take all reasonable measures to ensure that its personnel conform to the highest standards of moral and ethical conduct. The Contractor shall maintain an effective quality control program to monitor and improve the quality of its services and personnel.

The Client may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel promptly. A request by the Client for withdrawal or replacement of the Contractor's personnel shall not be deemed by either party as a termination of this contract.

In the event that the Contractor's personnel are withdrawn or replaced, the Contractor shall provide a suitable replacement promptly. Due to the nature of the training required, the Client agrees to allow the Contractor a reasonable amount of time to train a suitable replacement for the position, and the Contractor may assign temporary duty Privateers until a permanent replacement can be provided.

The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement. The Contractor shall fully indemnify and hold the Client harmless for any liability arising from any act or omission of the Contractor's personnel.

The Contractor shall provide regular reports to the Client regarding the status of the services performed, including any incidents or noteworthy activities observed during the performance of the services. The Contractor shall take corrective action promptly to remedy any deficiencies identified during the quality control program and shall inform the Client of the corrective action taken.

## **4.3 ERRORS AND OMISSIONS**

The Client shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or subcontractors, except as otherwise provided in this Agreement. The Contractor shall be fully responsible for any insurance coverage which may be necessary or desirable for the purpose of this contract, and for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or subcontractors performing work or services in connection with this contract.

The Contractor shall maintain adequate liability insurance coverage to protect against any claims arising from the performance of its services under this Agreement, and shall provide proof of such coverage to the Client upon

request. The Contractor shall fully indemnify and hold the Client harmless for any liability arising from any act or omission of the Contractor's employees, agents, servants, or subcontractors, except as otherwise provided in this Agreement.

In the event that the Contractor's services are found to be deficient or in error, the Contractor shall take corrective action promptly to remedy the deficiency or error. The Contractor shall fully cooperate with the Client in resolving any such deficiencies or errors, and shall bear all costs and expenses associated with such corrective action.

The Contractor shall provide regular reports to the Client regarding the status of the services performed, including any incidents or noteworthy activities observed during the performance of the services. The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## 5 PAYMENT TERMS

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### 5.1 SERVICE RATE, FEES & ADD-ONS

For the performance of the services herein, the Client shall pay the Contractor [in United States currency], USD \$\_\_\_ per minute of patrol. The minimum patrol duration shall be \_\_\_\_\_ minutes, and any additional time shall be billed in by the minute.

In addition to the hourly rate, the Contractor may charge additional fees for special services or add-on packages, which shall be assessed on a monthly basis and invoiced at the end of each month. The Contractor shall provide the Client with a detailed breakdown of any additional fees charged, including the nature and extent of the services provided, and the associated costs and expenses.

The Contractor may also charge reasonable fees for any materials, equipment, or supplies necessary for the performance of its services, including but not limited to, uniforms, vehicles, and communication devices.

The Contractor shall have the right to adjust the hourly rate, fees, and add-ons, with thirty (30) days' written notice to the Client. The Client shall have the right to terminate this Agreement without penalty in the event that the Contractor adjusts the hourly rate, fees, and add-ons and the Client does not agree to such adjustment.

The Contractor shall provide regular reports to the Client regarding the status of the services performed, including any incidents or noteworthy activities observed during the performance of the services. The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

### 5.2 LONG DISTANCE PATROL SERVICE RATES

If the Client requires the Contractor to perform services that fall under the definition of long-distance patrol services, the Contractor shall be entitled to payment of mileage at a rate of USD \$\_\_\_ per mile. Travel time shall be paid at a rate of USD \$\_\_\_ per hour. In addition, the Client shall pay the Contractor a duty rate of USD \$\_\_\_ per hour for duties performed at the long-distance site upon arrival.

If the duties require the Contractor to remain on the site for longer than 12 hours in a day or require an overnight stay in the area, the Client shall pay the Contractor a per diem rate of USD \$\_\_\_ per day. The per diem rate shall cover all reasonable expenses associated with the Contractor's stay, including but not limited to, lodging, meals, and incidentals.

The Contractor shall provide the Client with detailed invoices for all long-distance patrol services, including the number of miles traveled, travel time, duty time, and per diem expenses. The Contractor shall also maintain accurate records of all expenses incurred in connection with the long-distance patrol services, and shall provide such records to the Client upon request.

The Contractor shall have the right to adjust the long-distance patrol service rates with thirty (30) days' written notice to the Client. The Client shall have the right to terminate this Agreement without penalty in the event that the Contractor adjusts the long-distance patrol service rates and the Client does not agree to such adjustment.

The Contractor shall provide regular reports to the Client regarding the status of the services performed, including any incidents or noteworthy activities observed during the performance of the services. The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

### 5.3 NET TERMS

Full payment is payable immediately upon receipt of the invoice and shall be paid by the Client within the NET term specified herein. The Client shall have the option to select one of the following payment options:

☐ **Autopay:** Payment is automatically debited from a credit card or bank account via payment processing services within five (5) days after the invoice is delivered.

☐ **NET 15:** Payment is due within fifteen (15) days of receipt of the invoice unless the Client disputes the invoice or a portion thereof.

☐ **NET 30:** Payment is due within thirty (30) days of receipt of the invoice, subject to credit approval\*.

☐ **NET 60:** Payment is due within sixty (60) days of receipt of the invoice, subject to credit approval\*.

\* In the event credit is not approved, NET 15 terms apply.

In the event that the Client disputes the invoice or a portion thereof, the Client shall provide written notice of such dispute to the Contractor within ten (10) business days of receipt of the invoice. The parties shall use their best efforts to promptly resolve any such dispute.

The Contractor shall have the right to charge interest on any overdue payment at the rate of 1.5% per month or the highest rate allowed by law, whichever is less. The Contractor shall have the right to suspend its services in the event that payment is not received within the NET term specified herein.

The Contractor shall provide regular invoices to the Client for all services performed, including detailed descriptions of the services performed and the associated costs and expenses. The Contractor shall maintain accurate records of all payments received and shall provide such records to the Client upon request.

The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

### 5.4 DISPUTES

In the event of a dispute regarding only a portion of the invoice, the Client shall pay the Contractor the amount of the undisputed portion within fifteen (15) days. Once a dispute regarding an invoice or a portion thereof has been resolved by both parties, the Client shall pay the Contractor within fifteen (15) days.

If the Client pays the Contractor by mail, it is the duty of the Client to notify the Contractor that the payment is in the mail. If payment is not received by the Contractor after the fifteenth (15th) day, payment shall be considered past due.

In the event that any payment is past due, the Contractor shall have the right to charge interest on the overdue amount at the rate of 1.5% per month or the highest rate allowed by law, whichever is less. The Contractor shall have the right to suspend its services in the event that payment is not received within the NET term specified herein or if any payment is past due.

Accounts that exceed thirty (30) days past due shall be considered delinquent and shall be subject to collection efforts by the Contractor. The Contractor shall have the right to take any and all necessary steps to collect any delinquent accounts, including but not limited to, retaining the services of a collection agency or filing a lawsuit.

The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## **5.5 DEPOSIT**

The Client shall deliver a deposit of USD \$\_\_\_\_\_ to the Contractor upon execution of this contract. The deposit shall be applied to the last month's invoice on the final invoice of the contract.

The deposit shall be non-refundable and shall serve as a guarantee of payment for the services to be provided by the Contractor under this contract. The Contractor shall have the right to use the deposit to cover any amounts owed by the Client for services rendered under this contract.

If the Client breaches this contract, the Contractor shall have the right to use the deposit to cover any damages or losses incurred by the Contractor as a result of such breach. If the deposit is insufficient to cover such damages or losses, the Contractor shall have the right to pursue any and all legal remedies available to it.

The Contractor shall provide regular invoices to the Client for all services performed, including detailed descriptions of the services performed and the associated costs and expenses. The Contractor shall maintain accurate records of all payments received, including the deposit, and shall provide such records to the Client upon request.

The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## **5.6 SPECIAL OPERATIONS**

The Contractor may, from time to time, perform "special operations" to secure objectives set forth by the Client and the Contractor. The specific costs, objectives, tasks, and intended results shall be determined on a case-by-case basis and further defined in a Special Operations Contract.

For the purpose of establishing a budget for which the Contractor may autonomously or with Client approval execute special operations, a static monthly budget of USD \$\_\_\_\_\_ shall be allocated to the terms of this agreement. Unless explicitly authorized by the Client in writing, the final cost of special operations services provided by the Contractor shall not exceed one hundred and ten percent (110%) of the gross amount of the allotted special operations budget in any given month.

The Contractor shall provide the Client with a detailed estimate of the costs associated with each special operation prior to commencing such operation. The Client shall have the right to approve or reject such estimate in its sole discretion.

The Contractor shall invoice the Client for all services performed, including special operations, on a monthly basis. The Contractor shall provide regular invoices to the Client for all services performed, including detailed descriptions of the services performed and the associated costs and expenses. The Contractor shall maintain accurate records of all payments received and shall provide such records to the Client upon request.

The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## **5.7 ELECTRONIC FUND SECURITY (EFS)**

The Client shall provide a valid credit card or ACH withdrawal authorization, submitted by secure electronic means through a third-party payment processor of the Contractor's choice within 24 hours of the execution of this contract. Payment information shall be kept on file for the purposes of security in default. The Client shall always keep valid credit card or ACH routing information on file with the Contractor.

In the event that primary payment arrangements are not made for an invoice that is due, the Contractor may, at its discretion, charge the credit card on file, or initiate an ACH withdrawal, for the past due amount within 24 hours after the past due date of the invoice. The Contractor shall provide the Client with notice of any such charge or withdrawal, and the Client shall have the right to dispute any such charge or withdrawal.

The Client agrees to promptly notify the Contractor of any changes to its credit card or ACH routing information, including any expiration dates. The Contractor shall not be responsible for any late fees, penalties, or interest charges resulting from the Client's failure to update its payment information. The Client shall be responsible for all fees associated with any returned or declined payments.

If the provided financial information becomes invalid, the Client shall provide new financial information to the Contractor within 24 hours. Failure to provide valid information within the outlined time frame may result in the Contractor initiating immediate termination of the contract and shall constitute a forfeiture of the Client's deposit.

The Contractor shall provide regular invoices to the Client for all services performed, including detailed descriptions of the services performed and the associated costs and expenses. The Contractor shall maintain accurate records of all payments received, including any charges or withdrawals made pursuant to this paragraph, and shall provide such records to the Client upon request.

The parties agree that the Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## **5.8 PAST DUE BALANCES & LATE FEES**

In the event of a past-due payment, the Contractor may automatically process the payment within 24 hours of becoming "past due" using the payment method on file. If the full amount of the payment cannot be processed using the payment method on file, the Contractor shall provide notice to the Client and request alternative payment arrangements within 24 hours.

If the past due amount remains unpaid after 15 days, a late fee of 1.5% of the total past due amount shall be assessed, accruing for each day in which the past due amount exists, until the past due amount is paid in full. In addition, a flat fee of \$50.00 shall be assessed for each late payment. The Contractor shall provide the Client with notice of any such charges or fees. The Client shall have the right to dispute any such charges or fees.

In the event that any payment remains unpaid for 30 days or more, the Contractor shall have the right to terminate this agreement immediately upon written notice to the Client, without prejudice to any other rights or remedies that the Contractor may have. The Contractor shall have no liability for any loss, damage, or injury arising from any act or omission of the Client or any third party, except as otherwise provided in this Agreement.

## **6 INSURANCE AND LIABILITIES TO THIRD PARTIES**

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The Contractor shall provide and thereafter maintain all appropriate workers' compensation and other liability insurance to cover its employees, agents, servants, and subcontractors performing work or services in connection with this contract.

The Contractor shall provide proof of and thereafter maintain "errors and omissions" liability insurance in an adequate amount for personal injury or death, or loss of, or damage to, property or person arising from the acts or omissions of the Contractor, its agents, servants, employees, or subcontractors performing work or services in connection with this contract, including the operation of any vehicles or other equipment, or the use of firearms.

Additionally, the Contractor shall indemnify, defend and hold harmless the Client from and against any and all claims, suits, actions, damages, liabilities, and expenses, including but not limited to reasonable attorney fees and costs, arising out of or related to the acts or omissions of the Contractor, its agents, servants, employees, or subcontractors performing work or services in connection with this contract, including but not limited to the operation of any vehicles or other equipment, or the use of firearms. The Contractor shall also provide a certificate of insurance to the Client evidencing the coverage required under this section upon request.

## **7 MEDIA RIGHTS**

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The Contractor retains the right to use any and all footage captured by Contractor's personnel in the course of providing security services under this contract, including footage captured by body cameras or other recording devices. The Contractor may use such footage for promotional or marketing purposes, including posting such footage on Contractor's website or social media pages. Any use of such footage shall be subject to applicable laws and regulations related to the collection, storage, and use of such footage.

In addition, the Client grants the Contractor the right to film and record video and audio on the Client's premises for the purposes of creating a reality TV show or other similar program titled "Street Soldiers." The Contractor shall own all rights to such footage and may use it in any way it sees fit, subject to the terms of this contract. The Contractor shall take reasonable measures to protect the privacy and confidentiality of the Client and its employees, agents, and contractors depicted in such footage, and shall comply with all applicable laws and regulations related to the collection, storage, and use of such footage.

The Contractor shall take steps to hide the identities of individuals depicted in the footage captured for the "Street Soldiers" program, unless the Contractor has obtained written consent to use their names and images through signed releases obtained in the field. Any individuals who do not consent to being identified shall have their identities blurred or obscured in the footage. The Contractor shall ensure that all such consent forms comply with applicable laws and regulations.



The Client has the right to opt-out of the use of its premises for filming or recording for the "Street Soldiers" program by providing written notice to the Contractor at least 30 days prior to the start of any filming or recording. If the Client opts-out, the Contractor shall not film or record on the Client's premises for the "Street Soldiers" program.

The terms of this clause shall survive the termination or expiration of this contract.

## 8 SERVICE OF NOTICES

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Any notice shall be deemed to have been received:

(i) If delivered by hand, on the date of delivery;

(ii) If sent by mail, on the fifth (5th) business day following the date of mailing, unless the recipient advises the sender within three (3) business days following the date of mailing that the notice was not received;

(iii) If sent by facsimile or cable, on the date of transmission, if sent before 4:00 p.m. at the recipient's location or, if sent after 4:00 p.m. or on a non-business day, on the next business day following the date of transmission; or

(iv) If sent by telex, on the date of transmission, if sent before 4:00 p.m. at the recipient's location or, if sent after 4:00 p.m. or on a non-business day, on the next business day following the date of transmission.

Notices shall be sent to the following addresses:

Contractor: 1802 West Grant Rd., Suite 107, Tucson, AZ 85745

Client: \_\_\_\_\_

Either party may change its address for notices by written notice given in accordance with this section.

## 9 LEGAL STATUS

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The Contractor shall be considered as having the legal status of an independent Contractor vis-a-vis Client. The Contractor's personnel and subcontractors shall not be considered in any respect as being the employees or agents of Client. The Contractor agrees that it is an independent contractor, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the Client. The Contractor shall have no authority to act as an agent of the Client or to bind the Client to any obligation or liability. The Contractor shall be solely responsible for payment of all salaries, wages, benefits, taxes, and other expenses of its personnel and subcontractors, and shall be solely responsible for any claims arising from such personnel's or subcontractors' activities. The Contractor shall indemnify and hold the Client harmless from any claims, damages, or expenses arising out of the Contractor's performance of services under this Agreement. The Contractor shall comply with all applicable laws and regulations governing the conduct of its business, and shall maintain all necessary licenses and permits required by law.

## 10 SOURCE OF INSTRUCTIONS

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The Contractor shall neither seek nor accept instructions from any authority external to Client in connection with the performance of its services under this contract. The Contractor shall refrain from any action, which may adversely affect Client and shall fulfill its commitments with the fullest regard to the interests of Client. The

Contractor acknowledges that all instructions and directions regarding the performance of services under this contract shall come solely from the Client. The Contractor shall not seek or accept instructions from any external authority in connection with the performance of its services. The Contractor shall act in the best interests of the Client and shall not take any actions that may adversely affect the Client. The Contractor shall fulfill its obligations under this contract with the utmost regard for the interests of the Client, and shall promptly report to the Client any situations that may affect the performance of services under this contract.

## **11 ASSIGNMENT**

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The Contractor shall not assign, transfer, pledge or make other disposition of this contract or any part thereof, or any of the Contractor's rights, claims or obligations under this contract except with the prior written consent of Client.

## **12 SUBCONTRACTING**

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In the event that the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of the Client for all subcontractors. The approval of a subcontractor by the Client shall not relieve the Contractor of any of its obligations under this contract. The terms of any subcontract shall be subject to and shall conform with the provisions of this contract. The Contractor shall ensure that any subcontractors employed under this contract are qualified, competent, and well-trained to perform the services required under this contract. The Contractor shall be fully responsible for the work and services performed by any subcontractors employed under this contract..

## **13 OFFICIALS NOT TO BENEFIT**

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The Contractor warrants that no official of the Client has received or will be offered by the Contractor any direct or indirect benefit arising from this contract or the award thereof. The Contractor agrees that any breach of this provision shall be deemed a material breach of this contract and may result in immediate termination of this contract by the Client. The Contractor shall indemnify and hold harmless the Client from any losses, damages, expenses, or liability arising out of any breach of this provision..

## **14 OBSERVANCE OF THE LAW**

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The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this contract. The Contractor acknowledges and agrees that failure to comply with any applicable laws or regulations may result in immediate termination of this contract by Client, without liability or penalty to Client

## **15 AUTHORITY TO MODIFY**

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No modification or change in this contract shall be valid and enforceable against either party unless provided by an amendment to this contract signed by the Contractor and the authorized Client representative.

## **16USE OF DRONE TECHNOLOGY AND OTHER HIGH-TECH DEVICES**

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The Contractor shall have the sole discretion to deploy any type of flying, rolling or stationary drone technology or any other high-tech devices that are deemed necessary and beneficial to the security of the Client. The use of such technology shall be approved by the Client, and may be prohibited by the Contractor or the Client only when it poses an unusual or grave risk to the assets or property of the Client, or when it is not operationally feasible due to airspace, overhead obstructions, or other environmental concerns. In such cases, the Contractor shall provide alternative security measures that are agreed upon by both the Contractor and the Client. The use of any drone technology or high-tech devices shall comply with all applicable laws and regulations. Any expenses incurred by the Contractor for the use of such technology shall be invoiced to the Client as an add-on package at a rate determined by the Contractor.

## **17MUTUAL RESPECT**

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The Contractor and the Client acknowledge the importance of a professional and welcoming environment and share the responsibility for fostering a climate of mutual respect and collaborative decision-making. Clients, their employees, and supervisors shall communicate with Privateers in a courteous and professional manner. Likewise, Privateers shall communicate with Clients, employees, and supervisors respectfully and professionally. In the event of any specific incident where an individual or group of individuals feels that they have not been treated with respect, the Contractor and the Client shall meet to discuss the issue and determine the appropriate course of action. If the parties cannot agree on a satisfactory resolution, any disputes shall be settled in accordance with section 18 of this agreement. The Contractor shall have the right to terminate this agreement immediately if the Client or its representatives fail to treat the Contractor and its personnel with respect and professionalism.

## **18TERMINATION**

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Either party may terminate this contract upon ten (10) days' prior written notice to the other party. If the Client terminates this contract prematurely without cause or breaches the terms of this contract, the Client shall pay a termination fee equal to the lesser of \$1,500.00 or 20% of the remaining value of the contract. The Contractor reserves the right to terminate the contract without notice if the Client, through negligent actions or failure to remedy unsafe working conditions, creates a hazardous working condition for the Contractor. In the event of such termination, the Client shall pay a termination fee equal to 20% of the remaining value of the contract, a \$1,500.00 termination fee, reasonable remobilization fees, and any other amounts owed under the contract. If the Client can prove financial hardship, such as bankruptcy or insolvency, the Contractor may, at its sole discretion, allow termination of the contract without penalty. Financial hardship shall be deemed to exist only if the Client provides written documentation to the Contractor indicating an inability to meet its financial obligations under this contract due to unforeseen circumstances beyond the control of the Client. The Contractor shall have the right to request and verify such documentation before agreeing to any termination of the contract. Any termination of the contract due to financial hardship shall be in writing and signed by both parties.

## **19SETTLEMENT OF DISPUTES**

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In the event of any dispute, controversy, or claim arising out of or in connection with the validity, interpretation, or implementation of this contract, the parties shall make good faith efforts to resolve the issue through prompt consultation. If the issue cannot be resolved within thirty (30) days of receipt of a written request for consultation, either party may refer the matter to formal conciliation in accordance with the laws and policies of the Pima

County Superior Court. If the matter remains unresolved within forty-five (45) days after one party has referred the matter to such conciliation, either party may submit the matter to arbitration in accordance with the Pima County Superior Court arbitration rules. The parties agree to be bound by any arbitration award rendered as the final adjudication of any such controversy, claim, or dispute. However, if either party can prove financial hardship, supported by proper documentation, the parties may mutually agree to waive the requirement of arbitration.

In witness whereof, the duly authorized representatives of the parties have affixed their signatures below:

**For Client:** \_\_\_\_\_ **For Contractor:** \_\_\_\_\_

Company: _____	Company: _____
Name: _____	Name: _____
Title: _____ Date: _____	Title: _____ Date: _____