

AGREEMENT FOR SECURITY SERVICE

[Insert Property Name]
[Insert Unit Number]

NOTE FOR ALL PROPERTIES: PLEASE CONTACT THE LAW DEPARTMENT OR YOUR REGIONAL SECURITY DIRECTOR IF YOU HAVE ANY QUESTIONS CONCERNING THE USE OF CONTRACT SECURITY SERVICES. THE "SECURITY MANAGEMENT GUIDELINES" SHOULD ALSO BE REVIEWED FOR PROCEDURES IN CONTRACTING WITH SECURITY GUARD SERVICES.

SECURITY SERVICES AGREEMENT

PREAMBLE

This Security Services Agreement ("Agreement") is entered into as of this ___ day of _____, 20__ by and between _____ ("Contractor") and [INSERT MANAGEMENT COMPANY ENTITY NAME ONLY, AS FOUND IN MANAGEMENT AGREEMENT PREAMBLE] _____ ("Manager") as manager for [INSERT OWNER ENTITY AS FOUND IN MANAGEMENT AGREEMENT PREAMBLE] _____ ("Owner").

RECITALS

WHEREAS, Manager enters this Agreement pursuant to express authority given by Owner pursuant to the Hotel management agreement between Owner and Manager ("Management Agreement"), subject to the approval rights, if any, of Owner; and

WHEREAS, Manager operates the _____ Hotel located at _____ ("Hotel"); and

WHEREAS, Manager desires to engage Contractor to provide first-class security officer services at the Hotel and Contractor desires to provide such services.

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

AGREEMENT

1. Scope of Services.

a. Manager hereby agrees that Contractor will furnish security officer services at the Hotel according to the specifications in **Schedule A** attached hereto and made a part hereof (the "Services"). The Services will be provided in accordance with mutually approved written security officer orders and shall be subject to all of the terms and conditions hereof.

b. **Schedule A** attached hereto reflects the initial agreed-upon hours of service. Manager may increase said number of hours of service on any shift without affecting this Agreement.

c. The conduct and scope of responsibility of Contractor shall be governed by policies, rules and post instructions stated by Manager in **Schedule B** attached hereto and made a part of this Agreement. This data may be revised and supplemented at any time in writing upon mutual agreement of both parties.

d. Contractor agrees that no employee or agent of Contractor shall at any time carry an offensive weapon of any type while on the Hotel premises or performing any of the Services.

2. Intentionally omitted.

3. Term and Termination.

The term of this Agreement shall be for a period of not more than thirty (30) days commencing at _____ o'clock on _____, 20__ and ending at the end of the shift on _____, 20__. Thereafter, this Agreement may be extended upon the mutual written agreement of the parties.

a. Manager may terminate this Agreement at any time during the term hereof upon ten (10) days' prior written notice without cause without any termination fee or any other cost, charge or expense of any kind or nature.

b. In the event that either party shall, at any time, fail to carry out and comply with any of the covenants, conditions and agreements to be performed by it, then the other party may notify the non-complying party of such failure or default, in writing, and demand that the same be remedied within ten (10) days; and, in the event of the failure to so remedy the same within said period, the non-defaulting party shall thereupon have the right to cancel and terminate this Agreement without further notice. Should a party receive a second notice of failure or default, such party shall have no right of remedy and this Agreement shall terminate at the end of the second notice period.

4. Fees.

a. Manager will pay to Contractor the fees for the Services according to the provisions of **Schedule A**.

b. The original rates per service hour and/or for equipment furnished as reflected on **Schedule A** may be amended in writing by mutual agreement of both parties without otherwise affecting the understanding contained in this Agreement.

c. Contractor shall be responsible for payment of any and all taxes for employees, including but not limited to social security taxes, federal and state income taxes, etc.

5. Insurance.

a. Contractor shall provide and maintain, at its own expense:

- i. Workers' compensation insurance that complies with the applicable workers' compensation laws governing the Contractor and all employees working for the Contractor.
- ii. Employers liability insurance that complies with the applicable statutory limits governing the Contractor with a limit of at least _____ (\$_,000,000) each accident and disease or the maximum amount commercially available and acceptable to Manager.
- iii. Public Liability or commercial general liability insurance including but not limited to bodily injury, property damage, personal and advertising injury, worldwide defense and indemnity (if commercially available), independent contractors, contractual liability, products and completed operations with a combined single limit of not less than _____ (\$_,000,000) each occurrence or the maximum amount commercially available and acceptable to Manager. Such insurance shall name Manager, Operator and the Hotel owner as additional insureds (or terminology commercially recognized in a particular jurisdiction and acceptable to Manager).
- iv. Third Party Motor or Automobile liability insurance including all owned, non-owned, and hired vehicles used in conjunction with the Services provided by Contractor hereunder for bodily injury or property damage with combined single limit of not less than _____ (\$_,000,000) each occurrence or the maximum amount commercially available and acceptable to Manager. Such insurance shall name Manager, Operator and the Hotel owner as

additional insureds (or terminology commercially recognized in a particular jurisdiction and acceptable to Manager).

v. Professional Liability/Indemnity (Errors and omissions) or pollution/environmental liability insurance specifically insuring the Services provided by Contractor hereunder with a combined single limit of not less than _____ (\$_,000,000) each occurrence or the maximum amount commercially available and acceptable to Manager. Such insurance shall name Manager, Operator and the Hotel owner as additional insureds. If such policy is written on a claims-made basis, such policy shall remain in force for three (3) years after the termination of this Agreement.

b. All policies shall be specifically endorsed to provide that the coverages obtained by virtue of this Agreement will be primary and that any insurance carried by Manager and the Hotel owner shall be excess and non-contributory. All policies shall be specifically endorsed to provide that such coverage shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the General Manager of the Hotel. Contractor shall deliver certificates of insurance (and, if requested by Manager, copies of the policies) which evidence the required coverages, and any renewals thereof prior to the expiration date of the insurance to the General Manager of the Hotel. Contractor hereby waives any rights of recovery and subrogation it may have against Manager or the Hotel owner with respect to any claim; this waiver shall survive the termination of this Agreement. Prior to execution of this Agreement, a certificate of insurance evidencing the required insurance and additional insured endorsement shall be attached hereto as **Schedule C**.

6. **Indemnification.**

Contractor shall indemnify, defend and hold harmless Manager and the Hotel owner and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, agents, representatives, contractors, successors and assigns from and against any and all actions, claims, losses, damages, liabilities, costs and expenses, including attorney's fees that arise from or relate to either a. the negligence, willful misconduct or omissions in performance of the services hereunder by Contractor or b. allegations regarding Marriott's hiring, retention or supervision of Contractor, its employees, or its services provided hereunder. The provisions of this Section shall survive the termination of this Agreement.

7. **Limitation of Liability.**

Contractor hereby agrees that all debts and liabilities hereunder shall be the debts and liabilities of Owner only, and Manager shall not be liable for any such obligations; it being expressly agreed that neither Manager, nor any of its directors, officers, employees, affiliates, representatives or agents shall ever be personally liable for any such debts or liabilities to Contractor.

8. **Licenses and Permits.**

If any governmental license or permit is required for the proper and lawful conduct of Contractor's business or other activity carried on in or at the Hotel, or if a failure to procure such a license or permit might or would in any way affect the operations of the Hotel, then Contractor, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit same for inspection by Manager. Contractor, at its sole cost and expense, will at all times comply with the requirements of each such license or permit. Contractor further agrees to abide by the Hotel's Rules and Regulations, attached hereto as **Exhibit B** and made a part hereof, as the same may be modified from time to time in the Hotel's reasonable discretion.

9. **Supplies and Equipment.**

Contractor, at its sole cost and expense, shall furnish all supplies, tools, equipment, and related expendables necessary or appropriate to provide the Services.

10. Independent Contractor.

Manager and Contractor acknowledge and agree that Contractor is an independent contractor hired or caused to be hired by Manager for the purpose of providing security officer services at the Hotel. Under no circumstances shall Contractor, its employees or agents be considered the servants, employees or agents of Hotel, Operator or the Hotel owner in providing the Services. Contractor is an independent contractor, and all personnel employed by Contractor will at all times and for all purposes be solely in the employ of Contractor. Contractor will be responsible for all salaries, insurance and benefits for its employees.

11. Employees of Contractor.

a. Contractor will recruit, interview, select, hire and assign employees who, in Contractor's judgment, are best qualified to perform the Services. As the employer, Contractor will: (i) maintain all necessary personnel and payroll records for its employees, (ii) withhold from its employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified below and (vi) provide workers' compensation insurance coverage in amounts as required by law.

b. The employees assigned under this Agreement shall remain employees of Contractor. Contractor's employees shall not be entitled to participate in any employee benefit plans of Operator (including those employee benefit plans of any subsidiary or related entity) or the Hotel owner, including but not limited to, pension, Section 401(k) profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduced to writing or not.

c. All of Contractor's employees will be screened prior to being hired as permitted by law. The screening process shall include, but not be limited to:

- i. completion of Contractor's application which shall provide for references, employment history and disclosure of criminal convictions;
- ii. reference checks, including at least three (3) previous employers if possible; and
- iii. drug testing and criminal background checks shall be required for security positions. For all security positions, Contractor shall conduct, through a commercial background check vendor, a seven (7) year record check for felony conviction and/or incarceration based upon a felony conviction.

d. Contractor's employees shall sign an acknowledgment outlining Contractor's role as employer and recognizing that neither Operator, nor the Hotel owner is their employer, as set out in **Attachment 1**. In addition, Contractor's employees shall sign the Information Systems Protection Acknowledgement form as set out in **Attachment 2**.

e. Contractor will provide safety training to all of its employees assigned to the Hotel under this Agreement.

f. Contractor's employees who are assigned to work at the Hotel will be held to the same standards and rules as the Hotel's employees. Contractor agrees to remove any of its employees at Manager's request. Contractor agrees to assist and cooperate with any investigation initiated by Manager involving any employee of Contractor provided under this Agreement.

g. Contractor agrees to inform its workers of work hours, meal and break procedures, and appropriate dress code.

h. All employees of Contractor shall wear proper identification indicating that they are employees of Contractor, shall enter by the employee entrance and, when on the Hotel premises or with Hotel guests or clients, shall conduct themselves in a manner consistent with the standards, quality and image of the Hotel.

12. Employment Laws.

Contractor shall comply with any and all employment laws, regulations or rules of the country, subdivision and/or local jurisdiction in which the Hotel is located, including but not limited to, any wage and hour, non-discrimination and/or immigration law. Contractor agrees that it will, in response to a request from Manager, provide assurances that Contractor is complying with applicable employment laws.

13. Assignment.

Contractor agrees that neither this Agreement nor the Premises nor any part thereof, will be in any way assigned or encumbered without the prior written consent of Manager. Manager may assign this Agreement without the prior written consent of Contractor to the owner of the Hotel, a purchaser of the Hotel, a subsequent operator of the Hotel or a lender or mortgagee of the Hotel.

14. Intentionally omitted.

15. Notices.

Any notice, communication, request or reply ("Notice") made or accepted by either party to the other must be made in writing and shall be effectively given if addressed to the party to be notified and deposited in the national postal agency using certified or registered mail, postage prepaid with return receipt requested, or shipped by a recognized overnight courier service, or delivered in person to such party. Any Notice mailed shall be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is deposited in a depository of the national postal agency, as applicable, and from and after the expiration of two (2) days after being sent by overnight services as referred to above. Oral or any other notice given in any manner shall be effective only if and when received by the other party to be notified. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Contractor: _____
[Contractor Address]
[Contractor Address]
Attn: _____

If to Owner: _____
[Owner Address]
[Owner Address]
Attn: _____

If to Manager: _____ Hotel
[Hotel Address]
[Hotel Address]
Attn: General Manager

With copy to: Operator

or at any other address which may be given by either party to the other in the manner provided above.

16. Severability.

If any section, provision, or other portion of this Agreement is held to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction ("Invalid Portion"), the parties hereto shall exercise best efforts to agree on legal, valid, and enforceable substitute language that is as similar in effect to the Invalid Portion as possible. The remaining portion of this Agreement not declared illegal, invalid, or otherwise unenforceable shall, in any event,

remain valid and effective for the remainder of the term of this Agreement unless the Invalid Portion goes to the essence of this Agreement.

17. Intentionally omitted

18. Intentionally omitted

19. Compliance With Laws.

Contractor will obtain all necessary local, state and federal licenses, permits and authorizations required for it to provide the Services and shall comply with all laws, statutes and ordinances and all rules, orders and regulations of all governmental authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement. Contractor will assure that each of its security officers working at the Hotel will at all times have and be in compliance with all applicable state and local licenses and certifications required to provide the Services hereunder.

20. Governing Law.

The terms, provisions and conditions of this Agreement shall be governed by the laws of the jurisdiction where the Hotel is located (without regard to such jurisdiction's principals of conflicts of law), and Contractor consents to be subject to the personal jurisdiction of the courts of such jurisdiction for all purposes.

21. Entire Agreement.

The entire agreement of the parties is expressed in this Agreement, including the schedules and attachments attached hereto, and no prior understandings, agreements, purchase orders, work orders or other documents shall modify the terms and conditions of this Agreement. No modification to the terms and conditions of this Agreement shall be binding on any party unless approved in writing by an authorized representative of such party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Security Service Agreement the day and year first above written.

[INSERT NAME OF CONTRACTOR]

By: _____
Name: _____
Title: _____

[INSERT NAME OF PARTY THAT ENTERED
INTO AGREEMENT FOR HOTEL IN PREAMBLE]

By: _____
Name: _____
Title: _____

SCHEDULE A

(EXAMPLE)

SCOPE OF SERVICES

- a. Contractor will provide **[number]** Uniformed Unarmed Security Officers from _____ p.m. to _____ a.m., on **[dates]**.

- b. Contractor will provide Patrol and Inspections _____ () times per night at **[specify locations at the Hotel]** on **[dates]**.

RATES

Contractor will charge Hotel the following hourly rates:

	<u>Standard</u>	<u>Overtime</u>
Security Officer	\$	\$

Patrol and Inspection shall be charged at \$ _____ per month.

Holiday hourly rates shall be charged as follows:

New Year's Day	\$
Memorial Day	\$
Independence Day	\$
Labor Day	\$
Thanksgiving Day	\$
Christmas Day	\$

SCHEDULE B

SCOPE OF RESPONSIBILITY

SCHEDULE C

CERTIFICATE OF INSURANCE SHOWING
THE REQUIRED ADDITIONAL INSUREDS

ATTACHMENT 1

EMPLOYMENT ACKNOWLEDGEMENT

_____ [Name of Contractor] Employment Acknowledgment

1. I understand that I am an employee of _____ [Name of Contractor] (“Contractor”) and am on assignment with, but not an employee of, Operator or the owner of _____ [Name of Hotel].
2. I understand that Contractor, not Operator or the hotel owner, will determine and communicate my pay rate to me, as well as any information about benefits to which I may be entitled from Contractor.
3. I understand that I will receive a paycheck from Contractor, not Operator or the hotel owner, and that this paycheck may be picked up at or distributed by Contractor.
4. I understand that as a Contractor employee, I am not eligible to participate in any benefits plans, policies, or programs established or administered by Operator or the hotel owner, including, among other things, vacation, holiday pay, health or life insurance, profit sharing, or stock purchase plans.
5. I waive any right or claim to participate in or receive benefits from Operator or the hotel owner for any time period during which I am an employee of Contractor.
6. I understand that any issues, concerns, or grievances relating to my assignment at the hotel should be addressed to Contractor, not Operator or the hotel owner.
7. I understand that Contractor will handle routine personnel matters, such as reference and credit checks. There will be no common personnel records between Contractor, on the one hand, and Operator or the hotel owner, on the other hand.

I have read and understand the above policies and guidelines.

Date

Contractor Employee

ATTACHMENT 2

Information And Systems Protection Acknowledgement For Temps, Consultants And Other Contractors

Signature

Printed Name

Contracting Firm Name

Today's Date

I hereby acknowledge and agree to the following:

Information Protection and Confidentiality

As part of my assignment I will be given access to information about Operator and its business, in a variety of formats (paper, electronic, oral communications). This information, other than that which is already publicly available, is proprietary and confidential to Operator and I am responsible for keeping it confidential. I will not reproduce, disclose, or distribute Operator information in any way unless I am instructed to do so by my Operator supervisor. If in doubt, I will not disclose information without speaking to my Operator supervisor. I may only use Operator information to perform my duties for Operator, and for no other purpose. As is the case for Operator employees, my access and use of Operator computer resources may be monitored by Operator at any time, with or without notice, and shall not in any way be deemed to be private or personal to me.

Use of Operator's Systems

When using the Operator's e-mail and Internet access capabilities, I will abide by the following:

* The Internet is provided for business use. Inappropriate and offensive sites, such as those containing or promoting sexually explicit content, gambling, hate speech or criminal activity should never be accessed in the workplace or through the use of Operator computers and computing resources.

* E-mail messages may be required to be disclosed in legal proceedings and should be composed with dignity and care, as should all documents written on Operator's behalf.

* Operator's non-solicitation guidelines state that e-mail may not be used to communicate advertisements, commercial announcements or solicitations for membership or subscriptions from any public or private enterprises.

* Think before you send! Any message that is sent can be misdirected or easily forwarded to someone else without consent. Special care should be taken when communicating sensitive or confidential information to ensure that it is appropriate for the intended recipients to be privy to the information being sent.

* A message should never be sent if it could be perceived as offensive by another. Derogatory expressions should never be used. (Examples include jokes, slogans, cartoons or other material of an offensive nature related to a person's race, color, national origin, sex, religion, sexual orientation, age, disability or veteran status.)

* E-mail chain letters should not be sent or forwarded. These letters are not only annoying, they add unnecessarily to an already high volume of e-mail traffic.

* Messages should be distributed only to those who will benefit from it. When posting a message to an e-mail bulletin board or public folder, remember that everyone can view it.

* E-mail attachments from unknown senders should not be downloaded or opened. If a virus is suspected or known to be in a file, the file should not be opened or forwarded. IR Systems Support should be contacted.

* Software should not be installed on a Operator computer or network without the express consent of the Technology Management Center (TMC)

Independent Contractor

I am and shall remain an employee of my employer while performing services for the hotel. I am not and shall not be deemed to be an employee of Operator or the hotel owner or any of their subsidiaries or affiliates for any purpose, and acknowledge and agree that I am not eligible for employment benefits of any kind with Operator or the hotel owner, including workers compensation, pay and other benefits. I do not have and shall not have the right to bind Operator or the hotel owner by any representation, promise, contract, or other act or omission.

No Right or License

Nothing in this acknowledgement will be construed to grant any right or license to me or my employer with respect to data or information disclosed by Operator, or any patent, trademark, copyright, trade secret, or other intellectual property right owned, held or controlled by Operator. As between me, my employer and Operator, all rights (including the right to reproduce, distribute, extract, or disclose to other persons or entities), title, and interest in and to any such data, information and intellectual property belong exclusively to and shall remain exclusively with Operator.

Ownership of Work

I agree that all rights, title and interest (including but not limited to copyright and patent rights) in all work, products (including without limitation marks; computer programs and documentation; photographs; logos; designs; drawings; artistic and graphical works; reports; data; information; other works of authorship; and inventions, if any) made by me or my employer, or its suppliers or contractors, during performance of services for the hotel (all such works hereinafter "Work Products") will be as set forth in the agreement between my employer, on the one hand, and Operator or the hotel owner, on the other hand. I will not assert any rights in the Work Product inconsistent with any such agreement and hereby assign any rights I have in such Work Products as necessary to give effect to such agreement. If no such agreement exists, or if such agreement does not cover intellectual property rights, I hereby assign any such rights to Operator. Operator may, in its sole discretion, register, record, and otherwise perfect title to and ownership of all Work Products in Operator's own name or the name of a third party. I agree to execute such documents, and otherwise provide such assistance, as Operator may reasonably request, at Operator's expense, to accomplish the purposes of this paragraph.

By signing the first page of this document I certify that I have read and understand all the information contained in this acknowledgement and that I agree to comply with its provisions. I recognize that if I fail to comply with this agreement, Operator or the hotel owner, as the case may be, may terminate its relationship with my employer and me and exercise other legal remedies to protect its rights.