

# EVENT SECURITY SERVICES AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your engagement, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Event Security Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SECURITY COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] ("**Provider**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE OR INDIVIDUAL] with its principal place of business or residence at [CLIENT ADDRESS] ("**Client**").

Provider and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client is hosting or operating [EVENT OR PREMISES NAME] at [VENUE / LOCATION] on or about [EVENT DATE(S)] (the "**Event**") and wishes to engage Provider to furnish trained security personnel and related services. Provider is in the business of providing licensed security services and is willing to perform on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. Engagement and Scope of Services

**1.1 Engagement.** Client engages Provider to provide the security services described in this Agreement and in any attached schedule (the "**Services**") for the Event, and Provider accepts the engagement.

**1.2 Description of Services.** The Services consist of [DESCRIBE, e.g. access control and ticket screening, crowd management, perimeter patrol, bag checks, parking-lot monitoring, VIP protection, overnight equipment watch] as more fully described in **Schedule A (Security Plan)** attached to or referenced by this Agreement.

**1.3 Personnel and staffing level.** Provider will furnish [NUMBER] security officers, including [NUMBER] supervisor(s), for the dates and hours set out in **Schedule B (Post Schedule)**. Provider will not reduce the agreed staffing level without Client's prior written consent.

**1.4 Standard of performance.** Provider will perform the Services in a professional, diligent, and workmanlike manner consistent with generally accepted standards for licensed event security, and in compliance with all applicable laws, licensing requirements, and venue rules.

**1.5 Scope limits.** Provider provides observation, deterrence, reporting, and reasonable response services only. Provider does not guarantee that no loss, injury, theft, or disturbance will occur, and the engagement does not make Provider an insurer of the Event, the premises, or any person or property.

## 2. Provider Personnel, Licensing, and Conduct

**2.1 Licensing and qualifications.** Provider represents that it and each officer it assigns hold all licenses, registrations, permits, and certifications required by the state and locality where the Services are performed, and that all personnel have completed any training required by applicable law.

**2.2 Background and fitness.** Provider represents that its assigned personnel have passed the background screening required by applicable law for security officers and are fit to perform the Services.

**2.3 Conduct.** Provider personnel will conduct themselves professionally, remain at assigned posts, follow lawful instructions from Provider's supervisor and from Client's designated contact, and refrain from the use of alcohol, cannabis, or unlawful drugs while on duty.

**2.4 Use of force and weapons.** Provider personnel will use only the minimum force reasonably necessary and permitted by law to protect persons and property. **[SELECT: The Services will be UNARMED. / The Services will include ARMED personnel only where lawful, properly permitted, and expressly authorized in Schedule A.]** Any use of force, detention, or removal of a person will comply with applicable law and be documented in an incident report.

**2.5 Identification and uniforms.** Unless the Parties agree on plain-clothes or covert coverage in writing, Provider personnel will wear identifiable uniforms or credentials while on duty.

### 3. Client Responsibilities

**3.1 Access and information.** Client will provide Provider timely access to the venue, a current site layout, the Event schedule, expected attendance, known risks, and the name and contact details of Client's on-site representative.

**3.2 Working conditions.** Client will provide a reasonable and safe working environment, including reasonable access to restrooms, water, and breaks, and will inform Provider of any hazardous conditions known to Client.

**3.3 Coordination with authorities and venue.** Client is responsible for obtaining permits for the Event itself and for coordinating with the venue and, where required, with local police, fire, and emergency services, unless the Parties agree otherwise in writing.

**3.4 Instructions within scope.** Client's instructions to Provider personnel must be lawful and within the agreed scope. Provider personnel are not required to follow any instruction that is unlawful, unsafe, or outside the Services.

### 4. Fees, Deposit, and Payment

**4.1 Fees.** Client will pay Provider **[\$AMOUNT PER OFFICER-HOUR / FLAT FEE]** for the Services as set out in **Schedule C (Fee Schedule)**, stated in **[CURRENCY]** and exclusive of taxes.

**4.2 Deposit.** Client will pay a non-refundable deposit of **[\$AMOUNT or %]** on signing to reserve personnel for the Event dates. The deposit will be credited against the final invoice.

**4.3 Minimum hours and overtime.** Each officer shift is subject to a minimum of **[NUMBER]** hours. Hours worked beyond the scheduled shift at Client's request, or on holidays, are billed at **[RATE OR MULTIPLIER]**.

**4.4 Invoicing and payment.** Provider will invoice Client **[ON COMPLETION / PER SCHEDULE C]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

**4.5 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

**4.6 Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Provider's net income.

### 5. Insurance

**5.1 Provider insurance.** Provider will maintain, at its expense, commercial general liability insurance of at least **[\$AMOUNT, e.g. \$1,000,000]** per occurrence, workers' compensation insurance as required by law, and, if armed services are provided, any additional coverage required for that work.

**5.2 Certificate.** On request, Provider will furnish a certificate of insurance and, where commercially available and agreed, name Client as an additional insured for the Event.

**5.3 Client insurance.** Client is responsible for maintaining its own event, premises, and liability insurance appropriate to the Event, and acknowledges that Provider's coverage does not replace it.

## **6. Term, Cancellation, and Rescheduling**

**6.1 Term.** This Agreement begins on the Effective Date and continues until the Services are complete and all amounts are paid, unless terminated earlier under this Section.

**6.2 Cancellation by Client.** If Client cancels, Client will pay: (a) the deposit; plus (b) **[%]** of the contract value if cancellation occurs within **[NUMBER]** days of the Event, reflecting personnel committed to the dates.

**6.3 Rescheduling.** Client may request to reschedule once, subject to Provider's personnel availability, by written notice at least **[NUMBER]** days before the Event. The deposit transfers to the rescheduled dates.

**6.4 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 5]** days after written notice, or where cure is not feasible before the Event.

**6.5 Force majeure.** Neither Party is liable for failure to perform caused by events beyond its reasonable control, including severe weather, government order, or venue closure. The Parties will work in good faith to reschedule or, if that is not possible, to make an equitable adjustment to fees for Services not rendered.

## **7. Indemnification and Limitation of Liability**

**7.1 By Provider.** Provider will defend and indemnify Client against third-party claims for bodily injury or property damage to the extent caused by the negligence or willful misconduct of Provider or its personnel in performing the Services, subject to Section 7.4.

**7.2 By Client.** Client will defend and indemnify Provider against third-party claims arising from the Event, the condition of the venue, or Client's instructions, except to the extent caused by Provider's negligence or willful misconduct.

**7.3 Procedure.** The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense of claims it is indemnifying, and cooperate reasonably. No settlement imposing liability or admission on the other Party may be made without that Party's consent.

**7.4 Limitation of liability.** Except for the indemnification obligations in this Section, a Party's gross negligence or willful misconduct, or amounts owed for Services, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Provider's total aggregate liability under this Agreement will not exceed **[the total fees paid under this Agreement / \$AMOUNT]**.

## **8. General Provisions**

**8.1 Independent contractor.** Provider is an independent contractor. Provider personnel are not employees of Client, and nothing creates a partnership, joint venture, or employment relationship between the Parties.

8.2 **Confidentiality.** Each Party will keep confidential the non-public information of the other learned in connection with the Services, including guest lists, security plans, and incident details, and will use it only to perform or administer this Agreement.

8.3 **Incident reporting.** Provider will document material incidents in a written report and provide a copy to Client within [NUMBER] days after the Event.

8.4 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.5 **Assignment and subcontracting.** Client may not assign this Agreement without Provider's consent. Provider may use qualified, licensed subcontractors for the Services but remains responsible for their performance.

8.6 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.7 **Entire agreement; amendment.** This Agreement, together with its Schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.