

Lonestar Security & Investigations, LLC

SECURITY SERVICES AGREEMENT

This Agreement made 04/03/2024 by and between (**Lonestar Security & Investigations, LLC**) and Huntsville Independent School District; ("Client")

The Parties Agree as Follows:

Client requests that (**Lonestar Security & Investigations, LLC**) furnish Client, on the terms and subject to the conditions of this Agreement, the services of **Lonestar Security & Investigations, LLC** Personnel ("Security Officers") and related equipment at Client's premises located at Various School Campuses within the district ; ("Premises").

The number of Security Officers, the times at which Security Officers shall render services to Client, the equipment to be furnished by **Lonestar Security & Investigations, LLC** and the rates and amount to be paid by Client to **Lonestar Security & Investigations, LLC** for such services and equipment are set forth in the Schedule of Charges for Security Services and Equipment which is on the last page of this Agreement. **Lonestar Security & Investigations, LLC** is providing such services and equipment subject to all of the terms and conditions hereof.

Lonestar Security & Investigations, LLC will render invoices to Client every 2 weeks, or longer intervals as **Lonestar Security & Investigations, LLC** and Client agree to in writing. The first billing period for said services will begin 08/19/2024 and shall continue **until** 05/23/2025, with the first bi-weekly invoice being rendered on 09/02/2024.

Invoices will be dated by the last day of each billing period and are due and payable in full by Client upon receipt. It shall be presumed that all invoices mailed to Client are received by Client within seven(7) days of mailing. All amounts not paid within thirty (30) days of the date of invoice will be deemed overdue and will bear late charges at the lower of 2% per month or the maximum percentage allowed by law.

This Agreement shall not be binding on **Lonestar Security & Investigations, LLC** unless accepted in writing by an authorized agent of **Lonestar Security & Investigations, LLC**.

SECURITY SERVICE

The services to be rendered under this Agreement by **Lonestar Security & Investigations, LLC** shall be in conformity with written operating procedures (Post Orders) mutually agreed upon by Client and **Lonestar Security & Investigations, LLC**. If, at the request of Client, Security Officers are assigned duties other than those agreed to by **Lonestar Security & Investigations, LLC**, Client shall assume any and all liability arising there from. Post Orders are subject to change as required by Client and must be communicated to **Lonestar Security & Investigations, LLC** in writing. **Lonestar Security & Investigations, LLC** will remove from service, as soon as qualified replacement is available, any officer who, in **Lonestar Security & Investigations, LLC** opinion, is not qualified to perform the work assigned.

If Client takes exception to any services performed hereunder or claims that **Lonestar Security & Investigations, LLC** has failed to perform any services, such exception or claim must be submitted in writing to **Lonestar Security & Investigations, LLC** within (5) business days or services in question shall be deemed accepted by Client.

Lonestar Security & Investigations, LLC

PERSONNEL

Client authorizes and empowers **Lonestar Security & Investigations, LLC** personnel, including but not limited to Security Officers, to enter onto and into the Premises for the purpose of rendering services pursuant to this Agreement and all other purposes and activities reasonably related thereto. Client warrants and represents that it is in legal possession of the Premises, or that it is duly authorized to enter into this Agreement and make the authorization set forth in this paragraph, on behalf of the person or entity in legal possession of the premises.

All Security Officers and other personnel of **Lonestar Security & Investigations, LLC** are the employees or agents solely of **Lonestar Security & Investigations, LLC**, and not the Client. **Lonestar Security & Investigations, LLC** reserves the right to hire, suspend, discipline, or discharge any and all of its Security Officers and other personnel. If Client is dissatisfied with the services of a particular Security Officer and if Client notifies **Lonestar Security & Investigations, LLC**, in writing, of its dissatisfaction, then so long as such dissatisfaction is reasonable, **Lonestar Security & Investigations, LLC** shall endeavor to replace such Security Officer with another Security Officer as soon as practicable. **Lonestar Security & Investigations, LLC** is acting solely as an independent contractor.

Client agrees not to employ, directly or indirectly, any person who has been employed by **Lonestar Security & Investigations, LLC** within one hundred and twenty (120) days following the last day employed by such person. In the event Client breaches this provision, then, in addition to any and all other remedies to which **Lonestar Security & Investigations, LLC** shall be entitled, Client agrees to pay **Lonestar Security & Investigations, LLC** forthwith the sum of One Thousand Dollars (\$1,000.00) per person to cover **Lonestar Security & Investigations, LLC** recruitment, screening and training costs.

If additional personnel/coverage is desired by Client after the rate effective hereof, the rate to be charged hereunder will be agreed to at that time.

PROTECTIVE CLOTHING

Unless otherwise requested by Client, Client understands that Security Officers shall be equipped with uniforms and apparel that are conventional wearing apparel only, and that the rates and charges as set forth under "Rates" are based upon Security Officers being equipped with conventional wearing apparel. Uniforms and apparel are not designed as protective clothing, are not flame retardant or acid resistant, and do not provide barrier protection for chemicals or other hazardous materials.

STRIKE COVERAGE

Due to the nature of labor disputes, this contract does not provide Security Officer Coverage for strikes. Should the need arise to provide Client with strike coverage, a separate contract and pricing must be negotiated.

PROPERTY

Client acknowledges and agrees that this Agreement is for the providing of services only, that all equipment furnished by **Lonestar Security & Investigations, LLC** pursuant to this Agreement shall be for the use of **Lonestar Security & Investigations, LLC** personnel, that title and possession of such equipment shall remain in **Lonestar Security & Investigations, LLC** at all times, and that the personnel **Lonestar Security & Investigations, LLC** may enter onto and into the Premises at any time for the purpose of removing any or all such equipment. Removal of any or all such equipment shall be without prejudice to the rights of **Lonestar Security & Investigations, LLC** to the collection of all amounts due under this Agreement.

Lonestar Security & Investigations, LLC

BILLING, TERMS AND RATES

Client hereto agrees that **Lonestar Security & Investigations, LLC** shall have the right to increase the hourly rates provided for herein at any time or times after the expiration or one (1) year from the date hereof, upon giving Client written notice thirty (30) days in advance of the effective date of such increase. If Client desires not to pay an increased charge, Client must notify **Lonestar Security & Investigations, LLC** in writing ten (10) days prior to the effective date of any such increase. Failure by Client to give **Lonestar Security & Investigations, LLC** such notice shall be deemed agreed to by Client to the increased rates. Notwithstanding anything to the contrary herein, in the event the direct labor cost of **Lonestar Security & Investigations, LLC** is increased by virtue of any increase in state or federal minimum work rates, other legislation, regulation or taxes, **Lonestar Security & Investigations, LLC** may increase its rates to reflect such increase. In addition, the rates may be increased in the event of any strike or emergency conditions which render the services more difficult to provide.

LIMITS OF LIABILITY

Client acknowledges that **Lonestar Security & Investigations, LLC** is not an insurer, and that the security services provided hereby do not constitute maximum security. The security services are intended to act only as a deterrent and to provide only a degree of security to carry out the written operating procedures or Post Orders. The amounts payable to **Lonestar Security & Investigations, LLC** under this Agreement are not based upon the value of the Client's property, nor the property of others located in or about Client's premises. The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder shall create or be deemed to create any rights in any other party as a third-party beneficiary. Client agrees to indemnify and hold **Lonestar Security & Investigations, LLC** harmless against any and all claims by such third parties. **Lonestar Security & Investigations, LLC** shall maintain Workers' Compensation Insurance covering its Security Officers and other personnel engaged in the furnishing of services under this Agreement. In addition, **Lonestar Security & Investigations, LLC** shall maintain for its own protection Comprehensive General Liability and Automobile coverage. **Lonestar Security & Investigations, LLC** shall not be liable for any claim, demand or liability resulting in whole or part from any negligent or willful act of Client, or any of Client's employees, officers, directors or representatives.

TERMINATION AND RIGHTS

If Client shall fail to pay any amount hereunder within thirty (30) days after the same is due and payable, or if Client shall fail to perform any other provision hereof within ten (10) days after **Lonestar Security & Investigations, LLC** shall have requested in writing the performance thereof, or if any proceeding in bankruptcy, receivership of insolvency shall be commenced by or against Client or Client's property, or if Client makes any assignment for the benefit of creditors, **Lonestar Security & Investigations, LLC** shall have the right, without prior notice to Client, immediately to terminate this Agreement and cease rendering all services to Client hereunder, and **Lonestar Security & Investigations, LLC** shall be entitled to recover the existing amount due from Client and all other sums to which **Lonestar Security & Investigations, LLC** may be entitled under law, and shall be entitled to remove from the Premises all equipment furnished by **Lonestar Security & Investigations, LLC** located or installed thereon. Removal of any such equipment or the cessation of any such services supplied by **Lonestar Security & Investigations, LLC** shall not be a breach by **Lonestar Security & Investigations, LLC** of this Agreement or a waiver by **Lonestar Security & Investigations, LLC** of any damages or rights.

Client agrees to pay **Lonestar Security & Investigations, LLC** the reasonable costs incurred by **Lonestar Security & Investigations, LLC** in collection of any amounts owed by Client, or in enforcing any other rights of **Lonestar Security & Investigations, LLC** hereunder, including, in the event **Lonestar Security & Investigations, LLC** institutes legal proceedings to collect such amounts or

Lonestar Security & Investigations, LLC

enforce such rights, reasonable attorney's fees and disbursement incurred in such proceedings.

Lonestar Security & Investigations, LLC assumes no liability for delay or interruption of the services of any personnel of **Lonestar Security & Investigations, LLC** due to strikes, riots, floods, fires, acts of the public enemy, terrorism or any cause beyond the control of **Lonestar Security & Investigations, LLC**, or any act of God or matter of force majeure.

Client has the right to terminate services at any time, upon providing **Lonestar Security & Investigations, LLC** 30 day written notice of just cause. Just cause may arise from **Lonestar Security & Investigations, LLC** employee misconduct, business forfeiture, bankruptcy, sale of business. If a client terminates services without just cause a penalty equal to the previous three(3) invoices will be imposed.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled at arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any party hereto may obtain any provisional remedy, including but not limited to an attachment in any court of competent jurisdiction, without waiving the right to arbitration.

In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings and agreements of the parties and the parties rely upon the contents of this Agreement in executing it. This Agreement can only be modified by an agreement signed by the parties. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach of any other term or condition of this Agreement.

This Agreement shall be governed by, and its terms construed in accordance with, the laws of the **(State of the Texas)**.

This Agreement contains no implied terms. Nothing herein shall be deemed to be for the benefit of any person or entity not a party hereto.

Any notices, demands or other communications required or desired to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given if delivered personally, delivered by a reputable overnight courier, or sent by registered or certified mail, return receipt requested (deposited in postage prepaid) to the party at the address set forth at end of this Agreement (unless and until a party shall give notice of change of address and such new address shall be the place to which notices, demands or other communications can be delivered or mailed).

Lonestar Security & Investigations, LLC is an Equal Opportunity Employer and provides a drug-free workplace. All Clients are expected to comply with the regulations that pertain to both.

1. HOURS OF GUARD SERVICE

Number of Security Officers:

One(1) Full Time Officer at D.A.P.E. & Other officers as requested per Huntsville

Police Department

BILLING RATES:

Client Hourly Rate: _____ \$40 _____

Billing Cycle : Bi Weekly

Lonestar Security & Investigations, LLC

DETAILS:

A. All officers will be uniformed in Black or Grey Shirts and Black or Tan Pants

The Overtime rate is for each hour of service rendered by each Security Officer more than eight (8) hours on any single shift within a twenty-four (24) hour period or more than forty (40) hours in any single week. For each security officer who is required to appear in court or at a deposition as a witness as a result of an occurrence at Client's facility, **Lonestar Security & Investigations, LLC** shall bill Client at the Overtime rate for the number of hours the Security Officer is required to be present in court, plus parking charges and travel time to and from court.

Holiday rate is billed at 1.5 times the standard rate. The Holiday rate is for services by each Security Officer on any of the following holidays:

New Year's Day	Labor Day	Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day	Independence Day	Christmas Day

CLIENT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS HEREOF.

Lonestar Security & Investigations, LLC
1204 Sam Houston Ave #7
Huntsville, TX 77340
(936)439-6037

BY: _____
Authorized Signature

Signer's Name (Typed or Printed)

Signer's Title

Date

BY: 
Authorized Signature

Mike Heap Jr

Signer's Name (Typed or Printed)

Sec. Ops. Mgr.

Signer's Title

04/03/2024

Date