

GRIFFITH'S, INC.
357 1st Avenue, N.W. P.O. Box 3424
Hickory, N.C. 28603
SERVICE AGREEMENT

GRIFFITH'S INC. (hereafter referred to as AGENCY) a Private Protective Service Organization licensed by the State of North Carolina (#643-GP) does hereby agree to furnish the following described services to: _____ (hereafter referred to as client).

Agency will furnish Client with Private Security Officer service on such schedule as shall be agreed upon by both parties at a rate of \$ _____ per hour. Should the client request additional or non-regular scheduled trips or man/hours, Agency will make every effort to furnish such hours at the above billing rate. However, if Agency incurs overtime hours due to such request Client shall be charged a rate not to exceed 1 and ½ times the above billing rate for only those hours paid to officers as overtime pay.

Agency will bill Client on a regular basis with invoices payable, without offset, within 30 days of receipt. Client agrees to pay any late fees at a rate not to exceed 1-1/2% per month (or any part thereof) which may be assessed for invoices more than 30 days past due plus all collection and attorney fees and costs which may be incurred by Agency in the collection of any invoice(s) not paid pursuant to the terms of this paragraph. For purposes of this paragraph, time is of the essence.

Agency, while retaining the right of control in personnel matters, including assignment and/or replacement, extends to Client the option of review and approval of any personnel assigned to duty at Client Facilities. Client shall have the right to request replacement of any Agency personnel. Client agrees not to employ any employee of Agency until said employee has been separated from employment with Agency for a period of ninety (90) days.

Agency agrees that the services furnished under this Agreement shall be in conformity with practices, which are generally current in the security guard industry. The parties agree that Agency does not represent and cannot warrant that the services furnished will prevent or minimize the likelihood of loss. Agency's responsibility is solely limited to providing physical security services at the site(s) covered. Agency's services shall not give rise to or confer any rights on any third party, and Client agrees to indemnify, defend, and hold harmless Agency against any claims by third parties. In the event Agency employees are requested or required to use Client vehicles in the performance of their duties, such vehicles all be fully insured by Client and Client assumes any and all liability for injury to any person or damage to property result in from the use of Client vehicles.

This Agreement shall remain in effect unless canceled by either party upon thirty- (30) days written notice to the other party or earlier by mutual agreement of both parties. Unless canceled this Agreement shall be considered to automatically renew at the end of any stated period at the then existing rate. Said rate may be amended by agreement of both parties at any time with any such amendment then becoming a part of this agreement. Notwithstanding anything to the contrary herein, Agency may terminate this Agreement at any time after forty-eight (48) hours prior written notice to Client due to Client's failure to pay any monies due hereunder, or if at any statue, s petition in Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the Client's property. In such an event Client agrees to pay, as liquidated damages, a sum equal to the amount for services rendered by Agency during the thirty-day period immediately preceding the notice provided in this paragraph.

	DATE _____
GRIFFITH'S, INC.	CLIENT _____
BY: _____	BY: _____
BRITT GRIFFITH	PRINT NAME: _____
PRESIDENT	TITLE: _____