



NOLA PROTECTION GROUP, LLC

1524 EDWARDS AVENUE, HARRAHAN, LA 70123

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SECURITY SERVICES CONTRACT

PRODUCTION COMPANY:

TITLE OF PRODUCTION:

ADDRESS:

PHONE:

CONTACT:

I. This agreement ("Contract") dated as of this ____ day of _____, 2016_____, is made by and between _____ ("Client") and NOLA Protection Group, LLC ("NPG, or "Contractor"), a Louisiana Limited Liability Company. The parties hereby submit specifications and estimates for security services to be provided by Contractor to Client in connection with the production currently entitled _____ upon the following agreed terms:

1. Contractor shall provide protection to equipment, personnel and affiliates of the Client and where designated by Client. All periods in which Contractor provides services hereunder at Client's request shall be referred to herein as (the "Term"). **The Contractor requests a detailed inventory list of equipment, property and a by name list of the cast/crew to NPG, management for accountability prior to security detail being assigned. Liability for equipment/property will be rendered based upon the proper documentation and inventory listings being provided to Contractor. NPG, shall assume no risk of physical loss of damage of tools, materials or equipment, including but not limited to automobiles or other vehicles, owned, or rented by Client, unless caused by NPG, (including its security guards' and any other employees', agents', licensees', etc.) negligence or willful misconduct.**

2. Contractor shall provide protection to the cast and crew during production. Upon Client's request, Executive Protection/Bodyguard Protection can be provided to cast members, provided that in such event, a separate contract will be prepared for such services.

3. Contractor shall control and help direct the flow or movement of the public through Client designated locations. Upon Client's request, Contractor shall cause its Security Guards to travel to prescribed locations within or outside the State of Louisiana, provided that additional fees and travel time may be incurred for travel arrangements and driving time more than 30 miles of Client's stated office.

II. Contractor hereby proposes to furnish labor and materials – complete in accordance with agreed detailed specifications, for the prescribed dates, times, and salaries indicated below:

1. Hourly Rate:

2. Holiday Hourly Rate:

The Holiday Hourly Rate of time plus ½ shall apply for each day of services rendered on the following holidays: **Christmas Eve, Christmas Day, New Years Day, MLK Jr. Day, Mardi Gras Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day.**

Number of Guards, Scheduled Days and Hours of Security Service Requested: TBD (it being understood that, the number of guards requested can be increased upon Client's request with the proper notification to Contractor's management). Security detail scheduled days and report times may be changed and shall be honored upon request. **Contractor has the right and obligation to keep its' Guards and employees SAFE at all times, by increasing the number of guards (with client's consistent and understanding) to unsure a SAFE and secure environment for it's Clients and Security Guards.**

Security Guards will be entitled to a minimum of **8 HOURS** upon reporting to their scheduled detail. Any guard that is released early from their scheduled detail for reasons other than performance or disciplinary infractions will be entitled to full payment of **8 HOURS** for that particular shift. Security Guards that work on official holidays are entitled to **12 HOURS** and holiday rate of pay.

Wages will be paid by check every week by Client to Contractor. A detailed invoice will be provided weekly. Payments not received weekly are subject to late fees of 20% of the total amount due or \$1,500, whichever is less, as delinquent payment after 30-days of submitted invoice. An administrative processing fee of **\$50.00 per day** when filming will be included to the detailed invoice provided.

RIDER A

1. Confidentiality

NPG, LLC (agrees that neither it nor any of, its security guards and any other employees, agents, licensees, etc.) shall directly or indirectly issue or authorize the issuance of any publicity or disclosure of any information concerning this Contract, the Client or the Picture. Any and all information acquired by NPG, LLC (including its security guards and other employees, agents, licensees, etc.) with respect to the Client or the Picture, including without limitation, all cast, crew, and location information (collectively the "CONFIDENTIAL INFORMATION") is privileged and shall not be discussed with or disclosed to any third parties, including but not limited to, members of the press and others working in media, and/or any friends, family and acquaintances. Anyone found to be in violation of this obligation of confidentiality will be deemed to be in breach of this Contract. NPG, LLC acknowledges that unauthorized disclosure of any CONFIDENTIAL INFORMATION could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly NPG, LLC agrees that Client (without limiting its rights pursuant to this Contract) shall have the right to obtain immediate injunctive relief from any breach or alleged breach of this confidentiality provision or this Contract, in addition to any other remedies Client may have, including without limitations, Client's right to terminate this Contract.

2. Terms of Agreement:

(a) It is understood and agreed that Contractor is acting as an independent contractor in the performance of Contractor's obligations hereunder. All security guards shall be employees of Contractor. All overhead and personnel necessary to the services required of Contractor hereunder shall be Contractor's sole responsibility, and Contractor shall have the obligations of an employer with respect thereto, including, without limitation, payment, payroll deductions and with-holdings, employer's taxes and Worker's Compensation Insurance. Contractor represents and warrants that Contractor has the right to enter into this Contract and that the person signing on behalf of the Contractor has the authority to bind and commit Contractor to this Contract.

(b) Contractor shall indemnify and hold harmless Client, its parents, subsidiaries and affiliates, and their respective agents, officers and employees from any and all losses, claims, demands, costs (including reasonable outside attorneys fees) incurred by Client arising from any breach or alleged breach of the provisions hereof or the negligence or willful misconduct of Contractor or its licensees, employees, agents, etc. Client shall defend, indemnify and hold Contractor harmless from any and all losses, claims, demands, cost (including reasonable outside attorneys fees) incurred by Contractor arising from any breach of the provisions hereof by Client, except to the extent covered by Contractor's indemnity set forth above.

(c) Any alteration, deviation, or termination of services from above specifications involving costs, scheduled days or hours of security service provided, and assigned duties will be executed in writing (which may be via email) within 72 hours prior to the effective date of any requested changes or termination. An extra charge may be applied in addition to the above-specified estimates, provided that NPG, LLC notifies Client of such extra charges and Client agrees thereto prior to their application. All Agreements are contingent upon strikes, accidents, illness, or delays beyond either party's control.

(d) Contractor acknowledges and agrees that in the event of a breach by Client of Client's obligations hereunder, the damage (if any) caused to Contractor thereby will not be irreparable or

sufficient to entitle Contractor to injunctive or other equitable relief. Contractor's rights and remedies, in the event of breach of this Contract by Client, shall be limited to the right (if any) to recover monetary damages in an action at law. In no event shall Contractor have the right to restrain, enjoin, restrict or interfere with the production, distribution, advertising, promotion, exhibition, broadcast or other exploitation of the Picture.

(e) This supersedes all previous agreements, oral or written, and represents the entire understanding of the parties. This Contract may not be altered, modified or amended except in writing and properly executed by an authorized representative of Contractor and Client. This Contract shall be governed by the laws of the State of Louisiana and in the event legal action is commenced under this agreement the proper venue shall be the Parish of Orleans, the State of Louisiana.

(f) Notwithstanding anything to the contrary contained herein, Client shall have the right (in its sole discretion) to terminate this Contract at any time for any reason.

(g) Contractor represents and warrants that in connection with the services to be rendered by Contractor hereunder, Contractor shall comply with all laws, regulations and ordinances and has obtained all required and necessary licenses, consents, certificates, etc., all of which are, and shall remain for the duration of the Term, valid and in full force and effect.

(h) Contractor shall maintain the following insurance coverages: (i) commercial general liability insurance with limits of at least \$500,000 per occurrence and \$1,000,000 aggregate; (ii) auto liability insurance with a combined single limit of at least \$500,000 and (iii) workers compensation insurance covering Contractor's employees.

Contractor's Authorized Signature

Date:

Client's Signature

Date:
