



State Wide Protective Agency

7260 University Avenue NE, Suite 100
Fridley, MN 55432

Office: (763) 571-5447
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www.swpamn.com

SERVICE AGREEMENT

This agreement is between **State Wide Protective Agency** and **St. Paul Event Center** on 8/4/2015.

Billing Information:

Name & Address
St. Paul Event Center Attn: Mahmed Mahamud
627 Smith Ave S
St. Paul, MN 55107

Service Information:

Name & Address
St. Paul Event Center
627 Smith Ave S
St. Paul, MN 55107

Contact: Mahmed Mahamud
Phone: 612-250-3237
Email: info@stpauleventcenter.com

THE AGREEMENT IS AS FOLLOWS:

State Wide Protective Agency agrees to provide 1 unarmed uniformed security officer/s at the above service location for general security services for the following schedule:

Start Date: TBD - Ongoing security services as needed – send request at least 1 week in advance. Services will be billed at a minimum of 4 hours per officer. Client may request more than one unarmed officer at the bill rates listed below.

State Wide Protective Agency reserves the right to enforce city and state statutes along with property rules and regulations

IN CONSIDERATION FOR WHICH St. Paul Event Center AGREES TO PAY State Wide Protective Agency AS FOLLOWS:

On-Site Service: \$18.00 per hour per officer
\$25.00 per hour per armed officer

Note: Applicable MN sales tax applies unless exempt from Minnesota tax.

1. **TERMS**

Duration: This agreement shall commence on 8/4/15 and be in force subject to a (30) thirty day cancellation provision in Section 3 following.

2. **BILLING AND/OR INVOICES**

- A. Reflecting any amounts due hereunder shall be prepared and sent to St. Paul Event Center and shall be due and payable within 15 days of date of invoice.
- B. Late payments received by *State Wide Protective Agency* for the amount due hereunder later than 15 days past due date as provided in clause (2.A) above, shall be subject to an interest charge of 5% per month on the unpaid balance to include a \$50.00 late fee per billing cycle.
- C. Holiday pay is charged on the following holidays: New Years Day, Easter, 4th of July, Thanksgiving, Memorial Day, Christmas Day, Martin Luther King Day, Labor Day. *Rates are 1.5 times your contracted rate for onsite services.*

3. **CANCELLATION**

This agreement may be canceled by St. Paul Event Center upon a (30) thirty day written notice.

4. **AMENDMENT**

This agreement may only be amended in writing, signed by both parties, on 24- hour notice to the other party.

5. **MISCELLANEOUS**

- A. *State Wide Protective Agency* shall perform the service called for here under as an agent of St. Paul Event Center.
- B. *State Wide Protective Agency* reserves the right to refuse and or cancel within 30 days, any such service and/or activities that it may deem inappropriate or unreasonably dangerous.
- C. It is agreed that this agreement with attached exhibits, if any, constitutes the entire agreement, and that no negotiations and/or separate writing shall become a part of this agreement unless expressly referenced herein.
- D. *State Wide Protective Agency* shall not be liable in any way for the actions and/or activities undertaken by St. Paul Event Center, its other agents or employees.
- E. In the event that *State Wide Protective Agency* incurs third party costs or expenses in connection with enforcing any terms of this agreement, including its rights to amounts due hereunder and its right to enforce Section 5.F, St. Paul Event Center agrees to pay all such third party costs and expenses, including reasonable attorney's fees and collection costs.

F. St. Paul Event Center acknowledges that *State Wide Protective Agency* employees may be subject to non-solicitation and/or non-compete agreements. St. Paul Event Center agrees that for a period of (12) twelve months from the date of this agreement's termination that it (i) will not hire or contract with, directly or indirectly, any *State Wide Protective Agency* employee or ex-employee, or (ii) permit any *State Wide Protective Agency* employee or ex-employee to perform services on the premises of St. Paul Event Center, whether such person is retained by a third party or otherwise, without the written consent of *State Wide Protective Agency*.

SIGNATURE BY AN AUTHORIZED AGENT HEREIN CONSTITUTES EXECUTION BY THE PRINCIPAL AND ACCEPTANCE OF ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

DATE: 9/19/15

BY: Mahamed Mahamud
Mahamed Mahamud
St. Paul Event Center

DATE: 8/4/2015

BY: Troy Nadeau
Troy Nadeau
President/CEO
State Wide Protective Agency