



Security Company's Ambiguous Contractual Language May Create Duty to Protect Residents Against Third Party Criminal Acts

August 16, 2012

A Delaware trial court denied defendant security company's motion for summary judgment based upon the company's ambiguous contractual language. The case arose from an incident in which plaintiff, a tenant of a condominium development, was shot and injured in the parking lot of the complex. At the time of the incident, the security company contracted to provide unarmed security to the condominium development. The contract between the security company and the condominium development provided that "[the security company] will use reasonable efforts to protect the assets, interests, and employees of [the condominium development]." The tenant sued, alleging various theories against the security company, including negligence, failure to properly supervise and train its employees, and failure to properly respond in an emergency. The security company moved for summary judgment on the ground that it did not owe a legal duty to the tenant. The court determined that the contract language was ambiguous insofar as it was unclear whether the term "interests" was intended to include the protection of the condominium development's tenants.

This decision underscores the importance of ensuring that the language in security contracts is clear, concise and properly tailored to gain enforcement by the court.

[Buyse v. Colonial Security Service, Inc., 2012 WL 3025843 \(Del. Super. July 19, 2012\)](#)

For further information, please contact [Philip R. Kujawa](#), [Stacy Campbell-Viamontes](#), [Megan L. Zust](#) or your regular [Hinshaw attorney](#).

Hinshaw & Culbertson LLP prepares this publication to provide information on recent legal developments of interest to our readers. This publication is not intended to provide legal advice for a specific situation or to create an attorney-client relationship. We would be pleased to provide such legal assistance as you require on these and other subjects if you contact an editor of this publication or the firm.

Copyright © 2012 Hinshaw & Culbertson LLP. All Rights Reserved. No articles may be reprinted without the written permission of Hinshaw & Culbertson LLP, except that permission is hereby granted to subscriber law firms or companies to photocopy solely for internal use by their attorneys and staff.

ATTORNEY ADVERTISING pursuant to New York RPC 7.1. The choice of a lawyer is an important decision and should not be based solely upon advertisements.