

**Agreement to Provide Security Services  
Security Personnel to be Independent Contractors**

Security service agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between ***Kentuckiana Off-duty Police & Surveillance Inc. (KOPS)***, a corporation organized and existing under the laws of the state of Kentucky, with its principal office located at ***PO Box 75, Bardstown, KY 40004***, referred to herein as ***Contractor***, and \_\_\_\_\_, individuals residing and existing under the laws of the state of Kentucky, with a primary residence located at \_\_\_\_\_, referred to herein as ***Client***.

**1. Service to be Performed and Scheduling**

*Contractor* will furnish properly equipped security personnel to perform security, surveillance and/or traffic control services for *Client* at **UFCW Local 227, 3330 Pinecroft Drive, Louisville, KY 40219**, in accordance with the Security Personnel Itemized Assignment Schedule attached as **Exhibit A**, which Schedule is made a part of this Agreement by this reference. The number of personnel to be provided, the location of their posts, the hours of duty, the rates of compensation, and any special instructions describing the nature and scope of their duties, are specified in the attached Itemized Assignment Schedule.

**2. Commencement and Duration of Agreement**

The term of this Agreement will commence on \_\_\_\_\_ (date of event), which will be the effective date of this Agreement, and will continue until \_\_\_\_\_ (day after event), subject to the right of either party to terminate this Agreement on 30 days' written notice to the other.

**3. General Duties of Contractor**

*Contractor* agrees as follows:

- A. Personnel of *Contractor* will furnish quality public relations and security service.
- B. Personnel of *Contractor* will be informed of current methods and procedures necessary to complete their assigned tasks.
- C. Personnel of *Contractor* will keep abreast of legislative and other matters pertaining to security and keep *Client* informed, if necessary.
- D. *Contractor* will maintain new and practical techniques in protection.
- E. *Contractor* will select personnel with utmost care.
- F. *Contractor* will maintain relationships with personnel that will promote the greatest efficiency in the interest of *Client*.

**4. Specific Duties of Security Personnel**

- A. Specific duties describing the nature and scope of duties of security personnel is specified in the Assignment Schedule. Generally, these duties will include physical protection of the grounds, equipment, and property of *Client*; prevention of burglary, vandalism, pilferage, and robbery; providing traffic control; enforce of rules and regulations of *Client*; quelling disorders; and verifying identifications.
- B. Security personnel will act on their own initiative at the direction of authorized personnel of *Client* and on orders from *Contractor*. Their personal appearance, attitudes, and manner of performance, at all times, will reflect a favorable public image, both for *Client* and *Contractor*.

**5. Supervision of Personnel**

*Contractor* agrees that *Contractor* will be responsible for overseeing the security personnel through *Contractor's* designated representatives at the premises to which this agreement relates.

**6. Security Standards**

*Contractor* agrees that the security services covered by this Agreement will be performed in accordance with acceptable security practices and standards.

**7. Training of Security Personnel**

Security personnel retained and assigned by *Contractor* will be sworn law enforcement officers or other trained security personnel who have an independent contractor relationship with *Contractor*.

**8. Insurance**

A. During the term of this Agreement, *Contractor* will carry and maintain general liability coverage for personal injury and property damage, evidence of which will be furnished to *Client* on written request.

B. Liability insurance coverage must cover the risks of false arrest, false imprisonment, malicious prosecution, libel, slander, and violation of right of privacy.

**9. Security Personnel are Independent Contractors**

Security Personnel that will be provided are independent contractors and are not employees of *Contractor*. *Contractor* shall determine the services to be provided by such Personnel, but said Personnel shall determine the legal means by which they accomplish the services in accordance with this Agreement.

**10. Billing for Services**

Services will be invoiced upon receipt of signed contract and payment is to be made upon receipt of the date of the invoice. Failure to make payment within 5 business days of the event may result in the termination of this Agreement or the cessation of services by *Contractor* until any arrearage is paid in full.

**11. Force Majeure**

*Contractor* shall not be liable in any way for delay, non-delivery or default in services due to causes beyond the control of *Contractor*. However, a four (4) hour minimum for personnel onsite will still be due from Client.

**12. Hiring of Personnel by Client**

*Client* agrees that, for a period of at least one year after the termination of this agreement, *Client* will not hire as a security personnel any persons retained by *Contractor* in the performance of this agreement. Breach of this Agreement by *Client* will result in the payment by *Client* of \$5,000.00 to *Contractor* as liquidated damages.

**13. Disclaimer**

Due to situations not in control of *Contractor*, absolute security may not attain the levels desired by *Client*. Therefore, the *desired* results are not guaranteed. *Contractor* will exercise its best efforts are to provide the best security for *Client*. However, security personnel are not acting as loss prevention officers.

**14. Hold Harmless Agreement**

*Client* shall indemnify, defend, and save *Contractor* harmless, to the fullest extent permitted by law, from and against any and all loss, liability, costs, claims, actions, liens, damages and expenses

(including, without limitation, legal costs and attorneys' fees), *Client* may suffer arising out of operations to be carried out pursuant to this Agreement, including, but not limited to claims, demands, costs, or judgments against incurred by reason of injury, death or damage to any person, entity or property sustained on or around *Client's* premises and/or any location or site at which *Contractor* is performing its services for *Client*.

**15. Governing Law**

This agreement shall be governed by, and construed in accordance with, the laws of the State of Kentucky. This agreement is for the benefit of and may be enforced directly by either party.

**16. Modification of Agreement**

This agreement may not be altered, modified, or amended except in writing properly executed by the parties.

**17. Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the Parties hereto. If the Parties cannot agree on an arbitrator, each Party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**18. Entire Agreement**

This agreement represents the whole and entire agreement between the Parties.

WITNESS our signatures as of the day and date first above stated.

***Kentuckiana Off-duty Police & Surveillance Inc.***

By: \_\_\_\_\_  
*Teresa Daniel, President*

\_\_\_\_\_  
*(Printed Legal Name of Client)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*Signature of Client*



**Exhibit A**

**Hourly Rate of Compensation: \$40 per man hour**

**Number of Personnel: One (1) uniformed officer**

**Time to Begin Duty: \_\_\_\_\_**

**Time Duty Ends: \_\_\_\_\_ (four hour minimum required)**

**Primary Responsibilities: Maintain uniform presence at event for crime prevention**

**Secondary Responsibility:**

**Special Instructions: Officer shall be onsite during specified hours noted above (Exhibit A). Client may not request additional time while onsite and/or pay officer directly for additional services.**

**Additional Costs/Charges to Client: Higher rate per hour for officers working during the time of highly visible events including Kentucky Derby, Kentucky Oaks, Thunder Over Louisville, PGA Events, Iron Man Triathlon, Light Up Louisville, etc.**

**Initialed by Contractor \_\_\_\_\_**

**Initialed by Client \_\_\_\_\_**

