

APPENDIX V

SECURITY SERVICES

Sample Document Only

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made this ____ day of _____, 20____ between _____ Chapter of Phi Delta Theta Fraternity (“PDT”), a non-profit association, and _____ (“Contractor”).

1. Duties.

- A. Contractor is hereby engaged by PDT to provide the following security services during the PDT function described on Exhibit A to this Agreement: (1) check identification of PDT members and guests; (2) ensure that only persons of legal drinking age are allowed to purchase and consume alcoholic beverages; (3) take reasonable steps to maintain crowd control, prevent disorderly or offensive conduct and enforce the Rules (as defined below); and (4) take reasonable steps to prevent substance abuse by members and guests, including (i) preventing an obviously intoxicated individual from purchasing or consuming alcoholic beverages and (ii) peaceably and without the use of force removing disruptive and/or intoxicated individuals from the immediate premises.
- B. Contractor warrants and represents that all security personnel provided by Contractor (1) are trained in security procedures appropriate to the PDT function, (2) are familiar with all state, local, university and Phi Delta Theta Fraternity laws, regulations, policies and guidelines applicable to the PDT function (the “Rules”), (3) will perform their duties in accordance with the Rules, (4) will not consume or use illegal substances or alcoholic beverages while performing their duties and (5) will not possess firearms while performing their duties.
- C. Nothing contained in this Agreement or otherwise shall be construed to constitute Contractor as an employee or agent of PDT, it being intended that Contractor is an independent contractor solely responsible for the actions of Contractor and Contractor’s employees and agents.

2. Compensation. Contractor will be paid upon a per-job basis in accordance with Exhibit A and will be solely responsible for paying Contractor’s employees and agents.

3. Indemnification/Insurance. Contractor shall indemnify and hold harmless PDT, Phi Delta Theta Fraternity and their members, officers and agents from liability for any claim arising out of injuries or damages caused by an act or omission of the Contractor or Contractor’s employees or agents. Contractor shall be required to carry liability insurance and to provide a certificate of insurance unless waived in writing. With respect to any other insurance coverage which may be available to PDT, Contractor’s insurance shall be primary and not contributory or excess.

4. **Miscellaneous.** This Agreement (including Exhibits) contains the entire agreement between the parties, and no amendments, changes, additions, or qualifications may be made or will be binding unless made in writing signed by both parties.

IN WITNESS WHEREOF, PDT and Contractor have signed this Agreement to be effective as of the date set forth above.

Chapter of Phi Delta Theta Fraternity

By _____

Title _____

Contractor

By _____

Title _____

EXHIBIT A

SECURITY SERVICES

Sample Document Only

1. PDT Function

Date: _____

Place: _____

Hours: _____

Description: _____

2. Compensation

No. of security officers: _____

Hourly rate or other fee: _____

Payment terms: _____
