



Security Services | Independent Contractor Agreement

Agreement made this _____ day of _____, 20____ between
_____ chapter of Delta Gamma Fraternity ("DG"), a non-profit association,
and _____ (contractor).

1. Duties

- a. Contractor hereby engaged by DG to provide the following services during the DG function described in this Agreement (1.) Check identification of DG 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 DG function; (2.) are familiar with all state, local, university and Delta Gamma Fraternity laws, regulations, policies and guidelines applicable to the DG 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 DG, it being intended that Contractor is an independent contractor solely responsible for the actions of Contractor and Contractor's employees and agents.

2. Compensation

- a. 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

- a. Contractor shall indemnify and hold harmless DG, Delta Gamma Fraternity and their members, officers, employees and agents liable 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 provide a certificate of insurance in the form of Exhibit B unless

waived by DG in writing. With respect to any other insurance coverage which may be available to DG, Contractor's insurance shall be primary and not contributory or excess.

4. Miscellaneous

- a. 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 and signed by both parties.

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

- 1. Number of security guards: _____
- 2. Date of event: _____
- 3. Hours on duty: _____
- 4. Rate or fee: _____
- 5. Payment terms: _____

_____ Chapter of Delta Gamma Fraternity

By: _____ Date: _____

president

By: _____ Date: _____

vice president: finance

Contractor

By: _____ Date: _____

Authorized Representative