



Sales Rep	Account Rep	Date & Time ordered	Department
N/A	B. MULDER		9016

CLIENT INFORMATION

Client	Person Ordering	Title	
Address	City	State	Zip Code
Phone	Facsimile	E-Mail	Referred by:

BILLING INFORMATION

Client	Attention	Purchase Order Number	
Address	City	State	Zip Code
		N/A	

JOB INFORMATION

Job Description	Contact Person		
Job Location	Check-In Location / Booth Number	Site Telephone Number	
Address	City	State	Zip Code

TERMS AND CONDITIONS OF AGREEMENT

- A. Elite Show Services, Inc., hereafter referred to as "ESS" is a corporation organized under the laws of the State of California and is engaged in the business of furnishing security, event staffing and temporary labor services.
- B. The party contracting for services, hereafter referred to as "CLIENT", desires to have ESS furnish the services to CLIENT's at their owned, leased, rented or used premises.
- C. "FORM" refers to the specific client information listed in this Agreement above the "TERMS AND CONDITIONS OF AGREEMENT" header and/or any attachments.
- In consideration of the mutual promises contained herein, the parties agree as follows:
- ESS agrees, pursuant to the request of the CLIENT, to furnish the personnel as requested by CLIENT. Staffing levels and schedules shall be dictated by CLIENT and detailed in the FORM portion of this Agreement, however, ESS retains sole discretion to make the final determination as which posts must be staffed by licensed security officers as opposed to event staff personnel. CLIENT agrees to allow ESS a reasonable amount of time to schedule and staff each work shift. CLIENT acknowledges that ESS requires between thirty (30) minutes and one (1) hour (dependent upon level of staffing ordered by CLIENT) to check-in, attire, equip, educate and deploy employees to posts prior to CLIENTS requested employee posting time. CLIENT agrees to allow ESS to require a reasonable level of billable on-site supervision, management and administrative staff.
 - CLIENT agrees that it will use ESS exclusively for the period stated on the FORM portion of this Agreement.
 - CLIENT acknowledges that the State of California defines the primary role of a security officer is to "Observe and Report". Client understands that if they contract with ESS for security services, ESS is being hired to provide employees whose sole duties are to act as a deterrent for loss prevention purposes, patrolling the premises, access control and property protection. If an incident occurs which threatens harm to persons or property, the sole duty of ESS employees will be to solely observe, report and notify either CLIENT, an ESS Supervisor or Manager, Law Enforcement personnel or Fire personnel unless, under all of the circumstances present, it is objectively safe for the ESS employee to physically intervene or take other action, and such employee makes the subjective determination, in their sole discretion, that it is safe for that employee to physically intervene or take other action. No post orders or writings prepared by CLIENT and given to ESS may alter these duties. ESS retains sole discretion, unless otherwise specified, to make the final determination as which posts must be staffed by security officers registered with Bureau of Security and Investigative Services and civilian traffic controllers certified approved by the appropriate governmental agency as opposed to unregistered and non-certified event staff personnel.
 - CLIENT acknowledges that unless CLIENT specifically directs ESS to provide a Supervisor or Manager dedicated solely to supervisory duties and with no responsibility for working a designated post (including giving breaks), ESS employees shall be considered under CLIENT's control at all times. Should CLIENT specifically direct ESS to provide a dedicated Supervisor or Manager, then such Supervisor or Manager shall be deemed to be under CLIENT's control and any ESS employees supervised by said Supervisor or Manager shall be deemed to be under the control of said Supervisor or Manager.
 - CLIENT will hire adequate staffing levels to give ESS employees their legally required breaks. If CLIENT fails to hire a sufficient number of ESS staffing to provide legally required breaks, CLIENT will be responsible for providing CLIENT's own personnel at CLIENT's expense, to relieve ESS employees to provide legally required breaks. If ESS employees are required to vacate their posts to take their breaks, ESS shall incur no liability for any problems caused by the vacant post due to the employee taking their legally required break(s). Any additional wages due employees due to employees not receiving breaks due to actions of CLIENT will be billed to CLIENT at the appropriate billing rate. CLIENT also covenants that it will provide a work environment for ESS employees which is free from sexual harassment or other discriminatory or hostile actions by CLIENT's agents, servants or employees.
 - Additional CLIENT orders for staffing not placed within twenty-four (24) hours of beginning of work shift will be charged at time and a half. Orders placed within twelve (12) hours of beginning of work shift will be charged at double time.
 - CLIENT agrees to pay all invoices within fifteen (15) days of receipt of these invoiced unless otherwise agreed to by the parties in writing. All invoices or portions of invoices which remain unpaid for more than fifteen (15) days after receipt shall bear an interest rate of one and one half (1 1/2%) percent per month on the unpaid amount.
 - In the event CLIENT modifies the basic or specific duties of any of the employees of ESS and consequently exposes ESS to any unforeseen risks, CLIENT will thereby assume responsibility for such changes unless these changes have been agreed to in advance by ESS and CLIENT in writing. In the event that a third party asserts any claim, right or cause of action against ESS or its employees for intentional or negligent acts which arises out of or relates to ESS' actions in enforcing CLIENT's stated policies or procedures, CLIENT will defend, indemnify and hold ESS harmless from such claim, right or cause of action.
 - CLIENT hereby appoints ESS and its employees as its designated agents authorized to conduct discretionary questioning/interviews and evictions of any individuals encountered on the CLIENT's owned, leased or rented real property.
 - ESS will furnish employees assigned hereunder to the facilities of CLIENT with appropriate uniforms. ESS shall not be responsible for providing two-way communication equipment or cellular telephones unless specifically requested by CLIENT in writing. CLIENT acknowledges that ESS may charge an additional fee for providing such equipment.
 - If CLIENT requires or allows the personnel of ESS to drive any vehicle or cart during the course of their duties, other than the security officer's own personal vehicle or vehicles furnished by ESS, CLIENT agrees that its insurance is primary and shall carry comprehensive fire and theft, collision and liability insurance on these vehicles, and further agrees that it will waive all rights of recovery from ESS and indemnify ESS, its officers, agents, servants and employees, from any and all such claims, suits, damages, thefts and expenses which may arise out of the unauthorized or permitted use of the vehicles of CLIENT.
 - CLIENT waives any and all rights of recovery against ESS for damages to the premises serviced and/or losses sustained by CLIENT and/or any and all claims for indemnity which claims or damages arises out of or are related to fire or any other casualty.

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