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 fami
liar 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: ________________________________________________
   
   ______________________________________________________________