

4. **Compensation.** OMEGA will be compensated by CLIENT in accordance with the following terms.

4.1 CLIENT will pay OMEGA at a rate of \$33.00 per man hour for event services personnel to be provided under this agreement total for a total of *(total amount due)* \$_____.

4.2 Holiday pay. CLIENT will pay OMEGA at a time and a half rate (\$49.50 per hour) for all work performed on federally recognized holidays as well as Black Friday, Christmas Eve, and New Year's Eve.

4.3 Additional Services. Other services such as appearing in court due to CLIENT request or subpoena, providing services during special events, etc. will be billed at the same rate as defined in 4.1 and 4.2.

4.4 Method of Payment. CLIENT will make payment via credit card or by check written to Omega Protective Services, LLC.

4.5 Schedule of Payment. CLIENT shall deliver payment in full to OMEGA's address via hand delivery, USPS, etc. prior to the event start date. If payment is not rendered in full prior to time of service, OMEGA may choose to terminate contract and withhold service. Decision to withhold services for non-payment is entirely at the discretion of OMEGA.

4.6 If services are cancelled within 48 hours of start date and time for any reason, CLIENT agrees to pay OMEGA for scheduled services at 50% of total amount due as stated in section 4.1.

4.7 Late Payment. OMEGA may add, at their own discretion, a late fee equal to 20% of total invoice if payment is fourteen (14) days or more overdue. CLIENT agrees to pay late fee in addition to invoice if late fee is assessed.

4.8 Legal Action. In the event of any litigation arising from or related to compensation under this Agreement, or the compensation for services provided under this Agreement, OMEGA shall be entitled to recover from the CLIENT all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses incurred in such litigation.

5. **Status of OMEGA Employment.** OMEGA and its employees shall not be construed as an employee of CLIENT. OMEGA is and shall remain an independent contractor.

5.1 Right of Control. OMEGA, within appropriate ethical and moral standards, shall have absolute control over the mean(s) and method(s) by which it accomplishes services to provide under this agreement so long as it is in accordance with section 3.1.

6. **Hold Harmless Agreement.**

6.1 OMEGA agrees to defend, indemnify and hold harmless CLIENT. OMEGA hereby waves all claims against and shall hold harmless CLIENT regardless of the nature of the claim for any injury, including death, damage, expense, or loss sustained by any person affiliated with CLIENT or OMEGA in any way including but not limited to STUDENTS, employees, customers, contractors, third parties, agents or volunteers.

OMEGA initials _____ CLIENT initials _____

6.2 **CLIENT** agrees to defend, indemnify and hold harmless **OMEGA**. **CLIENT** hereby waves all claims against and shall hold harmless **OMEGA** regardless of the nature of the claim for any injury, including death, damage, expense, or loss sustained by any person affiliated with **OMEGA** or **CLIENT** in any way including but not limited to employees, customers, contractors, third parties, agents or volunteers.

6.3 Scope of Agreement. This section does not pertain to legal matters regarding nonpayment of services.

7. **No Other Agreement.** **OMEGA** and **CLIENT** agree that the provisions of this written agreement constitute the entire mutual understanding of **OMEGA** and **CLIENT**, and that no representation, term, or covenant not expressly specified in this agreement shall, whether oral or written, be a part of this agreement.

The undersigned acknowledges that he/she has read and understands the service specifications set forth above and the terms and conditions. The undersigned asserts that he/she has the authority to sign this **AGREEMENT** on behalf of the **CLIENT**. The undersigned further acknowledge receipt of a fully executed copy of this **AGREEMENT** at the time of signing.

In witness whereof, the parties have caused this agreement to be entered into effective the day and year first written above.

Date _____

Signature _____
Gregory J. Kuhn, President & CEO
Omega Protective Services, LLC
6906 Walnut Street
Northampton, PA 18067
610-262-7621

Client Signature _____
Printed Name, Title _____
Company/Organization _____
Street Address _____
City, State, Zip _____
Phone Number _____

OMEGA initials _____ **CLIENT initials** _____