



TAMPA CONVENTION CENTER SECURITY GUARD SERVICE ORDER

333 S. Franklin St.
Tampa, Florida 33602

Service Provided by Andy Frain Services
Tampa Convention Center
Phone: 813-274-7791 or 1-800-426-5630
Fax: 813-274-7324

Event Name		Booth #	Booth Size: Standard ___ Island ___
Exhibitor Name			Dates From: _____ To: _____
Address			Contact Person
	City	State	Zip
Phone	()	-	E-mail
			Fax
	()	-	() -

SEE REVERSE SIDE FOR RATE, PAYMENT POLICIES, AND REGULATIONS
To receive incentive rates, full payment must be received 21 days prior to the first show day.

<input type="checkbox"/> NEW	<input type="checkbox"/> ADD ON	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> CANCEL			
Incentive Rate: \$16.60	Standard Rate \$24.90					
Orders received less than 21 days prior to the first day of coverage are subject to personnel availability.						
Date Needed	Quantity	Start Time	Stop Time	Total Hours	Rate	Amount
Instructions: _____						

	SUB-TOTAL	
	SALES TAX (7%)	
	TOTAL	\$

FORM OF PAYMENT PAYABLE TO ANDY FRAIN SERVICES, INC.				
Check <input type="checkbox"/>	Cash <input type="checkbox"/>	Visa <input type="checkbox"/>	MasterCard <input type="checkbox"/>	AMEX <input type="checkbox"/>
Account Number:			Exp. Date	
Name (Please Print)				
Cardholder Signature				
<i>I also authorize charging any unpaid balances to my credit card.</i>				

TCC USE ONLY	
Date Received	
Amount Paid	
Balance Due	
Date Processed	
Processed by	
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Security Guard Services Instructions

1. SECURITY SERVICE

- a. Client and Andy Frain Services, Inc. hereby mutually agree that Andy Frain Services, Inc. shall furnish security officer service in the amount and at the rates and at the location described in the Schedule of Security Service on the reverse side hereof. Such service will be provided in accordance with mutually approved, written-security officer orders and shall be subject to all of the terms and conditions hereof.

2. PERSONNEL

- a. All security officers furnished by ANDY FRAIN SERVICES, INC. shall be employees of ANDY FRAIN SERVICES, INC., which is acting as an independent contractor. ANDY FRAIN SERVICES, INC. will pay all wages and appropriate expenses of the security officers, as well as all employer's Federal, State and Social Security taxes, Federal and State Employment taxes and any other required personnel taxes.
- b. ANDY FRAIN SERVICES, INC. will provide its security officers with uniforms, badges and all necessary equipment, as mutually agreed upon between client and ANDY FRAIN SERVICES, INC.. Security officers will not carry weapons of any type unless agreed to in writing prior to the inception of any armed service.
- c. Client agrees that it will not employ as security officers or in any related capacity, directly or indirectly, any person who has been employed by ANDY FRAIN SERVICES, INC. and assigned to client's facility for a period of one hundred eighty (180) days following the last date on which ANDY FRAIN SERVICES, INC. employed such person. In the event of breach by the client of this provision, client agrees to reimburse ANDY FRAIN SERVICES, INC. the sum of one thousand dollars (\$1,000.00) per person for ANDY FRAIN SERVICES, INC.'s recruitment, screening and training costs. Client shall have the right to reject for any reason any security officer assigned by ANDY FRAIN SERVICES, INC. to client's facility and ANDY FRAIN SERVICES, INC. shall provide satisfactory replacement as soon thereafter as possible.

3. SCOPE OF SERVICE

- a. The Schedule of Security Service on the reverse side hereof reflects the initial agreed weekly hours of service. Client may increase said number of hours of service on any shift without affecting this basic agreement.
- b. The conduct and scope of responsibility of all security officers assigned to client's facility, shall be governed by policy, rules and post instructions mutually agreed to by both parties and made a part of this service agreement. This data may be revised and supplemented at any time upon written mutual agreement of both parties.
- c. It is understood that ANDY FRAIN SERVICES, INC. will be responsible for the hiring, uniforms, training and supervision of all security officers provided client unless otherwise agreed to by client and ANDY FRAIN SERVICES, INC..
- d. Should client unilaterally alter post instructions or directions given to the security officer or assume any supervision of the security officer, client shall be solely liable for any and all consequences arising therefrom.

4. BILLING, TERMS AND GUARANTEES

- a. ANDY FRAIN SERVICES, INC. will deliver weekly invoices to client at the address specified on the reverse. A detailed statement of the number of hours worked by each security officer will also be supplied or made available at client's request. Client agrees to pay such invoices net cash upon presentation without offset of any kind or nature whatsoever. In the event collection action is necessary, client agrees to pay ANDY FRAIN SERVICES, INC.'s costs and attorney's fees in addition to one and one half percent (1 1/2%) per month interest charge or such maximum amount as permitted by law from invoice date to date of payment.
- b. The original rates per service and/or for equipment furnished as reflected on the reverse may be amended in writing by mutual agreement of both parties without otherwise affecting the understanding contained in the Schedule of Security Service. It is understood by both parties that this agreement may be reopened upon the request of either par, one time each consecutive twelve (12) month period during with the service continues, for the purpose of negotiating revised rates.
- c. Unless agreed to at the effective date of service on the reverse, it is understood that a strike condition or emergency situation may arise, requiring a special rate. ANDY FRAIN SERVICES, INC. may reopen this agreement for negotiating such a special rate under such circumstances, because of new hazards, overtime and/or emergency conditions.

5. INSURANCE AND INDEMNIFICATION

- a. ANDY FRAIN SERVICES, INC. agrees to maintain and provide Worker's Compensation Coverage for its security officers. In addition, ANDY FRAIN SERVICES, INC. maintains for its own protection comprehensive General Liability and Automobile Liability insurance, which includes professional liability, false arrest, unlawful detention, wrongful entry and slander.
- b. It is understood and agreed between the parties that ANDY FRAIN SERVICES, INC. is not an insurer and that the rates being paid for service is for a security officer service designed to deter certain risks of loss which rates are not related to the value of the personal or real property protected. All amounts being charged by ANDY FRAIN SERVICES, INC. are insufficient to guarantee that no loss will occur, and ANDY FRAIN SERVICES, INC. makes no guarantee, implied or otherwise, that no loss will occur or that the service supplied will avert or prevent occurrences or losses, which the service is designed to help detect or avert. Client shall indemnify and hold ANDY FRAIN SERVICES, INC. harmless from any loss, claims, demand, liability case of action or judgement including but not limited to injury or death to persons or damage or loss to property whether or not well grounded and whether any negligence, telephone misuse, misconduct or breach of duty by ANDY FRAIN SERVICES, INC.'s agents, servants, employees or personnel is alleged to have contributed thereto. In whole or in part. In addition, at its own expense, client shall defend any such claim, demand, liability, and cause of action or judgement, which is assessed against ANDY FRAIN SERVICES, INC.. Client shall also reimburse ANDY FRAIN SERVICES, INC. for all legal expenses ANDY FRAIN SERVICES, INC. incurs in defending itself against any such claims which client fails to defend together with any legal expenses ANDY FRAIN SERVICES, INC. incurs in enforcing any of the terms, conditions, covenants or promises of this agreement.
- c. Client shall assume all risk of loss or physical damage to its plant, facilities, equipment or any other property occurring as a result of fire or other casualty. Client waives any right of recovery and its insurer rights or subrogation against ANDY FRAIN SERVICES, INC. for any loss or damage resulting from any such risks.
- d. It is expressly understood and agreed that under no circumstances will ANDY FRAIN SERVICES, INC. be responsible for the theft or other loss of client's property not directly attributable to security officer thefts. In the event of allegation of security officer thefts, client waives all right of recovery unless ANDY FRAIN SERVICES, INC. is notified of such allegations within forty-eight (48) hours; client fully cooperates with ANDY FRAIN SERVICES, INC. in the investigation of the facts; client processes formal charges; and a conviction is obtained, in no event shall ANDY FRAIN SERVICES, INC.'s liability for a security officer thefts exceed the compensation paid by client to ANDY FRAIN SERVICES, INC. for service rendered during the week such theft occurred or five hundred dollars (\$500.00) whichever is less.
- e. The services provided under this agreement are solely for the benefit of the client and neither this agreement nor any services rendered hereunder shall give rise to, or shall be deemed to or construed so as to confer any rights on any other party as third party beneficiary or otherwise and the Client agrees to indemnify ANDY FRAIN SERVICES, INC. against any claims by such third parties.

6. TERMINATION AND RIGHTS

- a. It is agreed that either party may terminate this agreement and service at any time without cause and without penalty upon thirty (30) days prior written notice to the other party. This contract may be terminated for good cause at any time upon notice from either party. An unsatisfactory payment pattern by the client shall constitute good cause and service at ANDY FRAIN SERVICES, INC.'s option may be terminated immediately without penalty.
- b. This agreement is entered into solely for the mutual benefit of the signatory parties, and no benefits, rights, duties or obligations are intended or created by this agreement as to any third parties. Client and ANDY FRAIN SERVICES, INC. agree that if any of the terms and provisions of this agreement shall be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.
- c. The entire agreement of the parties is expressed herein and no understandings, agreements, purchase orders, work orders or other documents shall modify the terms and conditions of this agreement. ANDY FRAIN SERVICES, INC. expressly limits acceptance to the terms and conditions herein which acceptance may be evidenced by either a representative of client executing the Schedule of Service Agreement or by client accepting the services performed by ANDY FRAIN SERVICES, INC..
- d. No modifications to the terms and conditions of this Schedule of Service Agreement shall be binding on ANDY FRAIN SERVICES, INC. unless approved in writing by a Corporate Officer.