



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made this 4th day of **MAY, 2022**, by and between **EASTERN GREENE SCHOOLS, BLOOMFIELD, INDIANA** (“Client”), and **ALLIANCE SECURITY, INC., INDIANAPOLIS, INDIANA** (“ASI”).

RECITALS

- A. ASI is an Indiana corporation duly authorized to conduct business in the State of Indiana. ASI is licensed to provide investigative and security services under the laws of the State of Indiana.
- B. ASI employs off-duty and retired State Police Officers to provide security or other services for those persons or entities who desire the services provided by the Corporation.
- C. The Client desires to engage ASI provide security services for Client as more fully described below, and ASI desires to be so engaged, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing Recitals, the mutual covenants contained herein and each act done pursuant thereto, the parties to this Agreement agree as follows.

- 1. Engagement of ASI
 - a. The Client hereby engages ASI to provide security services at the following location, **Eastern Greene School Properties**. ASI shall provide the number of security officers for hours requested on an as needed basis. ASI agrees to use its best efforts to accommodate Client’s request for services and to give reasonable notice to the Client of ASI is unable to comply with such request.
 - b. Client understands and agrees that the security officers to be provided by ASI hereunder may be sworn Indiana State Police Officers and that they are obligated to conduct themselves in strict compliance with Indiana Law.
 - c. If any of ASI’s security officers are required to leave the Client’s premises in connection with their employment as Indiana State Police, ASI shall use its best efforts to provide substitute personnel to cover for such officers.
 - d. The parties agree that ASI’s security officers are not acting in their official capacity as Indiana State Police officers or on behalf of the Indiana State Police while providing security services to the Client pursuant to this Agreement.

- e. ASI and the Client have agreed to a compensation pay of **\$40.00** per hour for those hours specified herein. In the event the Client requests overtime for ASI's security officers, ASI in its sole discretion may accept the overtime request. ASI and the Client have agreed to an overtime compensation pay of time and one half per hour. Overtime shall be defined as follows: Holidays – New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Day.
- f. The Client will receive a weekly bill from ASI reflecting the hours worked and the applicable hourly rate. The Client shall pay the bill within fifteen (15) days of receipt. After the due date, ASI may impose an 8% interest rate per annum charge on the outstanding account balance. Any failure of the Client to timely pay any bill shall constitute a breach of this Agreement.
- g. The Client is aware of Indiana Code IC 10-11-2-21, which prohibits a State Police Officer from becoming involved in a labor dispute, except as directed by the Governor of the State of Indiana. In compliance with such prohibition, the Client and its agents, do hereby release the ASI and its agents from any and all liability, in the event assigned employees must dismiss themselves from the assigned duties under this contract if possible conflict with IC 10-11-2-21 exists.

2. Relationship of the Parties

- a. ASI is an independent contractor and this Agreement shall not be construed as creating a relationship as principal and agent, or employer and employee, between ASI and the Client. Security officers are employees of ASI, and not the Client. As an independent contractor, ASI shall not be treated as an employee of the Client for purposes of taxes and benefits, nor shall ASI (or its employees) be covered by the Client by any unemployment or Worker's Compensation Act.

3. Miscellaneous

- a. This agreement shall not be assigned, transferred or conveyed by either of the parties without the prior written consent of the other, except to an affiliate or parent corporation.
- b. No delay or omission on the part of ASI in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by ASI of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.
- c. Any acceptance of one or more late payments shall not waive, extend or otherwise alter the monthly due date for all other payments; or alter ASI's right to impose an 8% interest per annum charge on late payments.
- d. Should either party breach this Agreement, the non-breaching party shall be entitled to recover from the breaching party, its attorney's fees, litigation expenses and costs incurred in seeking a remedy or other relief from such breach.
- e. This Agreement is executed under and shall be construed in accordance with the laws of the State of Indiana.

- f. This Agreement constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.
- g. ASI agrees to acquire and maintain general and automobile, bodily injury and property damage liability insurance, worker’s compensation, employer’s liability insurance, and any other insurance which is required by Indiana State law, or as may be required by the Client from time to time. The limits for the insurance are below:

General Liability	Each Occurrence:	\$1,000,000
Commercial General Liability	Damage to Rented Premises:	\$50,000
Professional Liability	Medical Expenses:	\$5,000
	Personal Injury:	\$1,000,000
	General Aggregate:	\$3,000,000
	Products, Completed Operations Aggregate:	\$1,000,000
Automobile Liability	Combined Single Limit (Each Accident):	\$1,000,000
Umbrella Liability	Each Occurrence:	\$4,000,000
Workers Compensation & Employers’ Liability	Each Accident:	\$500,000
	Disease – Each Employee:	\$500,000
	Disease – Policy Limit:	\$500,000

All such insurance shall be written by a company authorized to do business in the state where such coverage is applicable. Certificates of insurance coverage provided in this subsection can be furnished to the Client and the Client can be listed as an Additional Insured on the General Liability Policy. ASI shall immediately notify the Client if any insurance policy is cancelled or terminated for any reason.

- h. Any action or legal proceeding brought pursuant to or arising out of this Agreement or the services performed by ASI for the Client shall be brought in any court of competent jurisdiction in Hamilton County, Indiana.
- i. Both ASI and the Client submit to the personal jurisdiction of Indiana courts for the purpose of any action or legal proceeding brought pursuant to or arising out of this Agreement or the services performed by ASI for the Client.
- j. This Agreement shall terminate 12 months following its execution unless voluntarily terminated by either party, in which a notice of at least 30 days must be given.
- k. This Agreement may be renegotiated annually on the date of contract execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALLIANCE SECURITY, INC.

By: _____ *Kelley Flick*

Printed: Kelley Flick, Operations Manager
"ASI"

By: _____

Printed: _____
"Client"

