



## *The Haines Agency*

### **Service Agreement with**

### **Haines Agency and Lake Holiday Country Club to Provide Services for Front Gate Security**

Sight Number 18

**This Agreement is made on Monday, March 5, 2007**

#### **BETWEEN**

Agreement made this first day of April, 2007, between the Haines Agency LLC hereinafter referred to as "Agency" and/or "Service Provider" and Lake Holiday Country Club, hereinafter referred to as "Client".

#### Contracting Party Address:

The Haines Agency: P.O. Box 219 Stephen City, VA 22655

Lake Holiday Country Club Address: 231 Redland Rd., Cross Junction, VA 22625

#### **AGREEMENT**

**Lake Holiday Country Club agrees to engage The Haines Agency (the service provider) to provide the Services specified in the Scope of Work Schedule A (as attached), and on the basis of the terms of agreement as provided in the said contract.**

- i. The Charge Rate for this agreement is \$14.00 dollars per hour. Charge Rate will remain in effect for a period of one year from the commencement date of said agreement.
- ii. The Agency will provide 24-hour 7 day security coverage on Lake Holiday Country Club Front Gate to extend to end of said contract term.
- iii. The type and nature of services described herein may not be varied without prior written amendment to the agreement, executed by both parties and subject to negotiation.
- iv. The individuals used to perform such services will be employees of Haines Agency, an independent contractor. The payment of Federal state taxes, Social Security benefits, unemployment compensation taxes and will be the sole function and responsibility of Haines Agency.
- v. Haines Agency will maintain throughout the period of this agreement Worker's Compensation Insurance to satisfy statutory requirements, Employer's Liability Insurance and coverage for legal liability for loss or damage to Client's property entrusted to Haines Agency arising from employee dishonesty. It is agreed and understood however, that Haines Agency is not an insurer of property or persons guarded.
- vi. Haines Agency will invoice the Client weekly for contract services performed.

- vii. Haines Agency agrees to comply with all applicable Federal, State, and local laws including Civil rights Act, Affirmative Action Act, Equal Employment Opportunity Act and the rules and regulations of the Office of Federal Agreement Compliance Programs.
- viii. This agreement together with all documents incorporated hereby reference constitutes the entire agreement between the parties and supersedes all other documents and correspondence.

#### **Agency Responsibilities**

- i. the Services will be provided for the Client as specified, with reasonable skill and care, and so far as is reasonably practicable within any agreed timescale.
- ii. maintaining adequate Professional Indemnity, Employer's Liability, and General Liability insurance of at least \$1,000,000 per occurrence, and for providing evidence thereof on request.
- iii. devising appropriate working strategies and providing the Services independently, in a professional manner, with all proper skill and care, and in accordance with accepted professional standards methodologies and guidelines, and with all notified specifications and procedural requirements for the Services rendered.
- iv. maintaining and providing any necessary qualifications, authorizations, and training.
- v. giving the Client reasonable notice of any periods when Services will not be provided.
- vi. on-duty-Security Guards will wear uniforms at all times to include name tags and a company identification badge.
- vii. It is the Service Provider's responsibility to indemnify the Client against liability as a result of alleged infringement of third party rights.
- viii. Haines Agency employees will treat all owner/resident/guest name database information as strictly confidential information and not use or take advantage of any such confidential information.

#### **Client Responsibilities**

- a. The Client is responsible for:
  - i. giving the Service Provider such cooperation and access as are reasonably necessary for the proper performance of the Services
  - ii. ensuring that all relevant Health & Safety policies are disclosed to the Service Provider.
  - iii. The Client will make weekly payments to the Agency for contract services rendered.

#### **Termination**

- a. The services furnished by Haines Agency will commence on April 1, 2007 and will continue for a period of one (1) year until 3/31/08 unless thirty (30) days written notice to the contrary has been given by one party to the other.

### **Employment obligations and third party rights**

- a. The relationship governed by an Agreement is neither that of employer-employee; nor is any employee providing Services be considered the employee of the Client.
- b. The Service Provider will keep the Client indemnified (a) in respect of any legitimate claim or demand made by the proper authorities for all taxes, insurance or social security contributions, in respect of payments made for the services performed by the Service Provider, and (b) against any claims that may be made by any person providing Services under employment-related legislation.

### **General**

- a. **Performance Obligation:** If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. While performance has been suspended for more than one (1) day, the Client may terminate the Agreement by immediate written notice.
- b. **Severability:** Any part of a Term which is wholly or partially void, invalid, or unenforceable will be severed from the remainder (which remains enforceable).
- c. **Notices:** Any notice to be given by either party to the other will be in writing, will be sent by First Class Mail delivery.

### **Rider**

- a. **Liability:** client will hold the Agency free and harmless from any obligations, cost, claims, judgments, attorney fees, except when the same will arise due to wilful misconduct or gross negligence, and the Agency is adjudged to be guilty of wilful misconduct or gross negligence by a court of competent jurisdiction.
- b. **Security:** Agency will be available to consult with client, at reasonable times, concerning matters pertaining to the security and safety of said properties, staff and residents.
- c. **Protocol:** The Department of Criminal Justice holds the compliance agent (Gary Patton Haines) accountable for the honour and integrity of which the Haines Agency stands, if ever there is a problem, please notify Gary Patton Haines, not Haines Agency staff.

**The Haines Agency**

**Gary Patton Haines**

IN WITNESS WHEREOF, the parties have hereunto executed the Agreement on the 5 day of March 2007.

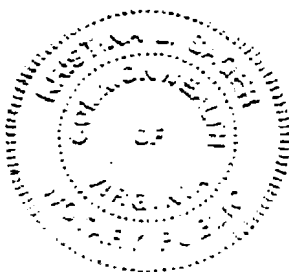
Client Name (Print): Raymond Sahl GM Lehigh Valley Country Club

Client Signature: [Signature]

Company Name: THE HAINES AGENCY

The Haines Agency Representative (print): GARY DUTTON HAINES

Agency Representative: [Signature]



City/County of Frederick  
Commonwealth/State of VA  
The foregoing instrument was acknowledged  
before me this 5 day of March  
2007, by:

[Signature]  
Notary Public  
My commission expires: 9/30/2009

### **Exhibit A - Scope of Work**

(2007 Front Gate Manual has been included as a separate attachment)

1. Security Guards will be required to follow all LHCC Front Gate policies and procedures and to deter unauthorized entry.
2. Security Guards performing under this contract will also represent the LHCC and must conduct themselves in a courteous and professional manner.
3. Security Guards will follow "emergency" instructions given by the LHCC General Manager and/or Patrol Supervisor relating to the operations of the Front Gate.
4. Security Guards will follow all LHCC emergency and operating procedures provided in 2007 Front Gate Security Guard Manual.
5. In the event of an emergency and/or a non-routine problem, Front Gate Security Guard will contact individuals listed on the LHCC call tree.
6. Report any safety or security issues to the LHCC Patrol Supervisor and/or LHCC manager on-call.
7. Security Guards must be UNARMED when on duty.
8. The Contractor must ensure that lunch breaks are structured so as to provide continuous Security Guard services.
9. Security Guards will maintain a duty log noting all non-routine occurrences occurred during each shift, and follow all operating procedures identified in the Front Gate Security Guard Manual.
10. The duty log must be compiled into a weekly report that is submitted to the LHCC Patrol Supervisor. The Contractor must maintain copies of the duty logs and weekly reports for the term of the contract.
11. Employees of the Agency must be courteous, polite, and make people feel welcome. Employees should become familiar with all information relating to the Client's Front Gate rules & regulations manual.