

PMO SECURITY SERVICES
5104 Edgehill Drive
Kansas City, KS 66106
816-830-1177
www.pmokspd.com

SERVICE AGREEMENT

This service agreement dated _____ is made

BETWEEN

whose address is

referred to as the "Client".

AND John W. Ellis dba/PMO Security Services, a sole proprietorship,
 whose address is 5104 Edgehill Drive, Kansas City, KS 66106

referred to as the 'Investigator'.

1. Parties to This Agreement. The Client, in order to properly conduct his/its personal affairs/business hires the Investigator. The Investigator is a Private Detective, duly licensed by the laws of the State of Kansas and the City of Kansas City, Missouri, and is engaged in the business of providing independent security services and assistance to clients.

2. Services to Be provided. The Investigator agrees to perform the following services on behalf of the Client:

SERVICES	CLIENT	INVESTIGATOR
<input type="checkbox"/> 1. General Investigations and Interviews	1.	1.
<input type="checkbox"/> 2. Security Administration, Writing, Instruction, or Training	2.	2.
<input type="checkbox"/> 3. Research	3.	3.
<input type="checkbox"/> 4. Site or Personal Vulnerability or Risk Analysis	4.	4.
<input type="checkbox"/> 5. Shooting Review or Incident Expert Analysis	5.	5.
<input type="checkbox"/> 6. Personal Security of Specific Individual	6.	6.
<input type="checkbox"/> 7. Other _____	7.	7.

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Services provided outside of the KC Metro Area may be subject to an additional hourly charge as indicated:

Initial schedule of work:

During the length of this contract, the Investigator shall serve the Client and perform any and all security services as the Client requires in connection with the Client's business/personal affairs. The Investigator will also provide supervisory and advisory services to the Client when requested.

3. **Payments to Investigator.** The Client agrees to pay the Investigator for services at the following rates:

\$50.00 per hour plus reimbursables indicated for:
Interviews & Investigations
Security Administration, Writing, Instruction or Training
Research

\$60.00 per hour plus reimbursables indicated for:
Personal Security Risk Analysis
Personal Security of Specified Individual (requires assumption of liability by
Client)

\$75.00 per hour plus reimbursables indicated for:
Site WMD Vulnerability Analysis or Defense Planning
Shooting Review/Use of Deadly Force Incident Expert Analysis

Flat rate of _____ per _____
{Note: Contingency rates are prohibited by Kansas state law.}

4. **Reimbursables.** The Investigator shall bill the Client for the following expenses at actual cost or at the rate indicated:

Mileage at current standard government rate: \$.55
Travel Expenses
Unusual communications costs
Film, video tapes, recording tapes, or computer disks and the processing or duplication.
Records access or copy fees.
Informant fees, if authorized.
Special Equipment Rentals (Security monitors, cameras, projectors, etc.)
Special Space Rentals (Classrooms, Ranges, Parking, etc)

5. **When Payments Are Due.** The Client will pay the Investigator the sum of _____ as a retainer. The Investigator shall bill the Client on a monthly basis for services rendered unless otherwise agreed. Bills exceeding retainer will be due and payable upon receipt. The Client will be charged interest at a yearly rate of 10 % on any balance due that is not paid within 30 days from the date of bill.
or

The retainer shall be paid on a _____ basis with equal installments due and payable on the _____ day of each _____. Billings shall be made _____ against the retainer.

At the completion of all services, any retainer not used for payment of services shall be refunded to the Client.

6. **Agent Authority.** The Client authorizes the Investigator to exercise the following legal rights as an Agent of and on the Client’s behalf during the performance of this service agreement:

CLIENT INVESTIGATOR

Authority to deny entry to or use of property of the Client.

Authority to recover or assume custody of Client’s property.

Authority to initiate lawful arrests on or near Client’s property.

Authority to utilize lawful force to protect Client.

7. **Legal Guardianship.** The Client authorizes the Investigator to temporarily exercise the following legal rights as a Legal Guardian acting on behalf of the Client in emergency situations :

CLIENT INVESTIGATOR

Authority to initiate or specify emergency medical treatment.

Authority to exercise temporary Parental Guardianship of Client’s minor children

Authority to direct emergency action for the Client’s business.

Such Legal Guardianship is limited to the term of this service agreement and is only exercised in emergency situations (accidents, disasters, life-threatening injuries, etc.) when the Client is incapacitated or unable to respond to the emergency. This Legal Guardianship will be terminated as soon as possible without further action by the Client at the end of the emergency situation which caused its invocation and the Client reserves the right to withdraw this authority at any time or to alter decisions made by the investigator during the emergency situation.

8. **Insurance and Legal Liability.**

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a. The Investigator will maintain appropriate Professional Liability insurance throughout the term of this service agreement and assumes primary legal responsibility for professional services provided under this agreement.

b. The Investigator assumes responsibility for worker unemployment compensation, disability, and similar actions for himself and his employees or subcontractors during the provision of the professional services under this agreement.

c. The Client retains legal responsibility for compliance with local codes, OSHA regulations, Right-to-Know programs and similar requirements on the Client’s property. Appropriate notifications will be made by the Client to the Investigator of any worker safety requirements on the Client’s property.

d. The Client agrees to provide 50% of the preliminary legal expense necessary to defend against civil proceedings initiated against the Investigator for lawful arrests or lawful use of force undertaken by the Investigator on the Client’s behalf.

e. If this service agreement includes the provision of personal security to a specified individual, the Client agrees to assume all legal liability for all actions taken by the Investigator on behalf of the Client.

9. **Term of Agreement.** This agreement shall become effective _____ and shall continue in effect until _____ or until terminated in accordance with this agreement.

10. **Termination of this Agreement.** This agreement may be terminated by either party on _____ days notice to the other party. All such notices shall be by certified mail or delivered personally.

11. **Entire Agreement.** This contract expresses the entire agreement between the Client and the Investigator regarding this matter. The written terms of this agreement can only be modified with another written agreement signed by both the Client and the Investigator. This agreement shall be binding upon both the Client and the Investigator and their respective heirs, legal representatives and successors in interest. Those portions of the agreement which provide for specific initialing will not be in effect unless initialed by both the Client and the Investigator. Work schedule may be modified by verbal agreement between the Client and Investigator.

12. **Legal Fees.** If either party brings a law suit in order to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

13. **Governing Law.** This agreement shall be interpreted according to the laws of the State of Kansas.

14. **Service Warranty.** The Investigator assumes professional responsibility to truthfully, accurately, and fairly provide the agreed services, complying with high ethical standards at all times. Client confidentiality is guaranteed within the limitations of existing statutes and legally-recognized privileged communications. The professional service provided under this agreement is guaranteed to be provided in compliance with existing statutes and ordinances. Under no circumstances will the Investigator intentionally provide service which exceeds the legal limitations. The Client is not entitled to demand or expect any service which exceeds the existing legal limits, and is responsible for payment even if the results of the service are not satisfactory, if such result would exceed legal limitations. The nature of the service prevents guarantee of a particular result, only the quality of the service can be guaranteed. If the Investigator finds that the Client obtained services by misrepresentation, fraud, or illegal conduct, the agreement will be terminated immediately and the Client will assume all legal liability that results from the misrepresentation, fraud, or illegal conduct.

15. **Independent Contractors.** Both the Investigator and the Client agree that the relationship created by this agreement is that of independent contractor and not that of employee and employer. The Investigator is responsible for the payment of any taxes, including without limitation, all Federal, State and local personal and business income taxes, sales and use taxes, other business taxes and license fees arising out of the activities of the Investigator.

16. **Signatures.** Both the Client and the Investigator have read and agreed to this service agreement, initialing the appropriate services to be provided.

Witness or Attested by:

Client

PMO Security Services
EIN: 48-1142348