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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Event Name:</b> <i>Summer Fancy Food Show</i>                                                                                                                                                                                                                                                                                                                                                                                                                                    |         | <b>Booth #:</b>                                                                                                                                                                                                                                          |          |
| <b>Booth Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         | <b>Ordered By:</b>                                                                                                                                                                                                                                       |          |
| <b>Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         | <b>City/State/Zip:</b>                                                                                                                                                                                                                                   |          |
| <b>E-Mail:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |         | <b>Phone:</b>                                                                                                                                                                                                                                            |          |
| Client hereby orders services from Citadel for the above booth on the dates, times, and costs, described herein.                                                                                                                                                                                                                                                                                                                                                                    |         |                                                                                                                                                                                                                                                          |          |
| <b>Requested Hours, Dates, and Personnel</b><br>Please list the quantity, dates, and start and end times requested.                                                                                                                                                                                                                                                                                                                                                                 |         |                                                                                                                                                                                                                                                          |          |
|                                                                                                                                                                                                                                                                                                                                                                                                    |         | <b>Taxes</b> Citadel collects NY State tax on all invoices. If you are claiming resale status, you may file an AU-11 with NY State for a tax refund. Resale certificates not accepted. <b>PLEASE DO NOT SUBMIT PAYMENT EXCLUDING NEW YORK STATE TAX.</b> |          |
| <b>PRE DEADLINE RATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         | <b>POST DEADLINE RATE</b>                                                                                                                                                                                                                                |          |
| <b>Weekdays</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         | <b>Weekdays</b>                                                                                                                                                                                                                                          |          |
| Standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$45.00 | Standard                                                                                                                                                                                                                                                 | \$67.50  |
| <i>Supervisor</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$65.00 | <i>Supervisor</i>                                                                                                                                                                                                                                        | \$97.50  |
| <b>Weekends</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         | <b>Weekends</b>                                                                                                                                                                                                                                          |          |
| Standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$67.50 | Standard                                                                                                                                                                                                                                                 | \$101.25 |
| <i>Supervisor</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$97.50 | <i>Supervisor</i>                                                                                                                                                                                                                                        | \$146.25 |
| <b>Order Rate Deadline: JUNE 16, 2025</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |         | <b>Hard Deadline:</b> 7 days prior to first load in day - Availability after cannot be guaranteed.                                                                                                                                                       |          |
| <b>CIRCLE PAYMENT TYPE:</b> <b>CREDIT CARD</b> <b>ACH</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |         |                                                                                                                                                                                                                                                          |          |
| Please email your order to Ian <a href="mailto:ian@citadelsecurityagency.com">ian@citadelsecurityagency.com</a> and David <a href="mailto:david@citadelsecurityagency.com">david@citadelsecurityagency.com</a><br><br>Please do not create a purchase order and send payment until your invoice is confirmed by Citadel.<br><br>By signing below, Client agrees to the Terms & Conditions on page 2 of this form and authorizes Citadel (Contractor) to charge any unpaid balances. |         |                                                                                                                                                                                                                                                          |          |
| <b>Print Name and Title:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |                                                                                                                                                                                                                                                          |          |
| <b>Signature:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                             |         | <b>Date:</b> _____                                                                                                                                                                                                                                       |          |

**Scope of Services & Breaks**

The services shall consist of patrolling and surveillance of the booth. Client understands the use of Citadel staff is limited to leased show space. Furthermore the ability to perform tasks beyond a visual presence/deterrent is subject to scheduling, amount of coverage, protocols and equipment provided or requested by Client. Citadel is not responsible for any arrears nor subject to refund any amounts due for services on conditions based off improper scheduling, management, deployment, instructions, and equipment by Client request. Be aware any posts located outside the show halls or outside the building may be subject to different policies. All breaks and reliefs are to be provided under the agreed coverage ordered by the Client. If meals and reliefs are not covered by order, then the Client accepts there may be periods of coverage interruption for which Citadel is not responsible nor held liable. Client acknowledges the following mandatory breaks per shift. Shifts up to 8 hours require one 15-minute break and one 40-minute meal break. Shifts from 8 hours up to 11 hours require two 15-minute breaks and one 40-minute meal break. Shifts from 11 hours up to 13 hours require two 15-minute breaks and two 40-minute meal breaks. *Supervisor to Guard Ratio - 5 to 1, when ordering 5 or more guards 1 supervisor is required.*

**Limitation of Liability** (a) Client acknowledges and agrees that Contractor is not an insurer or guarantor. The rates charged by Contractor hereunder are insufficient to guarantee that no loss will occur, and Contractor makes no guarantee, expressed or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose or otherwise, that the Services supplied will avert or prevent occurrences or losses. Client further acknowledges and agrees that it has the sole, absolute, and ongoing responsibility to determine the security requirements for the booth and Contractor shall have no liability to Client or any third party for claims that Services were inadequate. Client will indemnify and hold harmless Contractor from and against such third party claims as described herein. (b) Contractor shall not be liable for failure to perform, loss, theft, damage, destruction of Client's property or property of any exhibitor or other person or entity, criminal or similar conduct, or for losses, damages of any kind, bodily injury or death including but not limited to those caused by any of the reasons described above as well as those occasioned or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failure, explosions, civil disturbances, government regulatory requirements, acts of God or public enemy, war, military or government requisition, shortages of equipment or supplies, unavailability of transportation, acts or omissions of anyone. remedy and Contractor's sole and exclusive liability, if any, under this Agreement will be termination of this Agreement and a refund not exceeding the total amount paid by Client for the service. (c) Client agrees that Contractor is providing services for the booth only and that Client has appropriate agreements with the Event Manager and others regarding their responsibilities regarding security. Contractor shall not be liable in any manner to the Event Manager, exhibitors or other persons or entities not a party to this agreement for any reason including but not limited to the losses or damages described herein. (d) IN NO EVENT SHALL CONTRACTOR BE LIABLE TO THE CLIENT OR TO ANY OTHER PARTY FOR SPECIAL, COLLATERAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS, OR OTHER CONSEQUENTIAL OR INDIRECT ECONOMIC LOSS. (e) Client's sole and exclusive remedy and Contractor's sole and exclusive liability, if any, under this Agreement will be termination of this Agreement and a refund not exceeding the total amount paid by Client for the service.

**Discount Rate Deadline** Orders are deemed processed after the preliminary invoice is confirmed by the Client. Invoicing is done after Client submits the completed and signed order form and has confirmed the order details and method of payment.

**Order Lead Time** Requests for staff made less than 24 hours notice will be provided at a rate 1.5 times the established rate. If less than 12 hours the rate will be 2 times the established rate.

**Format** A \$100 admin fee will apply to orders not received in Citadel order form and/or format i.e. purchase order PDF or other formats.

**Indemnification** Client hereby assumes liability for and agrees to indemnify, protect, and hold wholly harmless Contractor and their respective owners, executives, officers, agents and employees and any and all successors and assigns ("Indemnitees") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs, and expenses, including reasonable attorney's fees in contract, in tort or otherwise, which result from or arise out of the negligence or wrongful acts by the Client or its representatives, agents, employees, exhibitors, invitees or others.

**Termination / Cancellation** Either party may terminate this agreement prior to the event upon 7 days advance notice to the other. Upon termination, Contractor will refund any payments made by Client after deducting expenses incurred by Contractor in preparing to provide services under this agreement. There is no refund if the order is canceled or reduced within 7 days of the start of services.

**Change Fees** For changes/reductions to initial orders, prior to 7 days, a \$100 admin fee *per request* will be added. For additional hours added to orders there is no fee.

**Assignment** Contractor shall have the right to assign its interest under this Agreement to any other party.

**Relationship of the Parties** The relationship of Contractor to Client is that of an independent contractor for purposes of this agreement. Nothing contained in this agreement is intended to create, or does create, a partnership, joint venture, employment, agency or bailor and bailee relationship between the parties hereto.

**Entire Agreement** This Agreement and any attached or referenced documents shall constitute the entire agreement between the parties hereto and supersedes all prior oral or written discussions or agreements. This Agreement may be amended only by a written agreement executed by both parties.

**Applicable Law, Jurisdiction & Venue** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. With respect to any suit, action or proceeding relating to this Agreement, Client hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York. The parties designate New York County as the exclusive place of venue.

**Late Dismissal / Additional time** Client will sign a form releasing the guard at the end of the scheduled shift time. Any time beyond scheduled hours will be billed at 2 times the agreed upon rate in 1-hr increments. *Any such charge(s) must be paid in full within 12 hours* of original dismissal time which may be subject to late payment fees (10%). Non payment of these charge(s) violates the terms of this agreement, and termination of services on remaining coverage may occur.

**Payment** Invoices must be paid in full before the start of service. Wire Transfers (Preferred) and Credit Cards will be processed via electronic invoice through Quickbooks email. No credit card authorization form is required, please do not send CC numbers. Proof of payment will be provided via QuickBooks payment link. Citadel does not generate any other paid receipts.

**Tipping is not permitted** Any requests from personnel for gratuities should be immediately reported to contractor's management.