


KIDNEYWEEK 2015

San Diego, CA • Nov 3-8

 ELITE / Fax:(619) 574-1588 2878 Camino del Rio S. Suite 260 San Diego, CA 92108 PPO 12052 sales@eliteservicesusa.com	Exhibitor / Booth		
	Security Order Form / Work Agreement		
Sales Rep	Account Rep	Date & Time ordered	Department
SS1			9016
CLIENT INFORMATION			
Client	Person Ordering	Title	
Address	City	State	Zip Code
Phone	Facsimile	E-Mail	Referred by:
BILLING INFORMATION			
Client	Attention	Purchase Order Number	
		N/A	
Address	City	State	Zip Code
JOB INFORMATION			
Job Description	Contact Person		
Job Location	Check-In Location / Booth Number	Site Telephone Number	
Address	City	State	Zip Code
TERMS AND CONDITIONS OF AGREEMENT			
<p>A. Elite Show Services, Inc., hereafter referred to as "ESS" is a corporation organized under the laws of the State of California and is engaged in the business of furnishing security, event staffing and temporary labor services.</p> <p>B. The party contracting for services, hereafter referred to as "CLIENT", desires to have ESS furnish the services to CLIENT's at their owned, leased, rented or used premises.</p> <p>C. "FORM" refers to the specific client information listed in this Agreement above the "TERMS AND CONDITIONS OF AGREEMENT" header and/or any attachments.</p> <p>In consideration of the mutual promises contained herein, the parties agree as follows:</p> <p>1. ESS agrees, pursuant to the request of the CLIENT, to furnish the personnel as requested by CLIENT. Staffing levels and schedules shall be dictated by CLIENT and detailed in the FORM portion of this Agreement, however, ESS retains sole discretion to make the final determination as which posts must be staffed by licensed security officers as opposed to event staff personnel. CLIENT agrees to allow ESS a reasonable amount of time to schedule and staff each work shift. CLIENT acknowledges that ESS requires between thirty (30) minutes and one (1) hour (dependent upon level of staffing ordered by CLIENT) to check-in, attire, equip, educate and deploy employees to posts prior to CLIENTS requested employee posting time. CLIENT agrees to allow ESS to require a reasonable level of billable on-site supervision, management and administrative staff.</p> <p>2. CLIENT agrees that it will use ESS exclusively for the period stated on the FORM portion of this Agreement.</p> <p>3. CLIENT acknowledges that the State of California defines the primary role of a security officer is to "Observe and Report". Client understands that if they contract with ESS for security services, ESS is being hired to provide employees whose sole duties are to act as a deterrent for loss prevention purposes, patrolling the premises, access control and property protection. If an incident occurs which threatens harm to persons or property, the sole duty of ESS employees will be to solely observe, report and notify either CLIENT, an ESS Supervisor or Manager, Law Enforcement personnel or Fire personnel unless, under all of the circumstances present, it is objectively safe for the ESS employee to physically intervene or take other action, and such employee makes the subjective determination, in their sole discretion, that it is safe for that employee to physically intervene or take other action. No post orders or writings prepared by CLIENT and given to ESS may alter these duties. ESS retains sole discretion, unless otherwise specified, to make the final determination as which posts must be staffed by security officers registered with Bureau of Security and Investigative Services and civilian traffic controllers certified approved by the appropriate governmental agency as opposed to unregistered and non-certified event staff personnel.</p> <p>4. CLIENT acknowledges that unless CLIENT specifically directs ESS to provide a Supervisor or Manager dedicated solely to supervisory duties and with no responsibility for working a designated post (including giving breaks), ESS employees shall be considered under CLIENT's control at all times. Should CLIENT specifically direct ESS to provide a dedicated Supervisor or Manager, then such Supervisor or Manager shall be deemed to be under CLIENT's control and any ESS employees supervised by said Supervisor or Manager shall be deemed to be under the control of said Supervisor or Manager.</p> <p>5. CLIENT will hire adequate staffing levels to give ESS employees their legally required breaks. If CLIENT fails to hire a sufficient number of ESS staffing to provide legally required breaks, CLIENT will be responsible for providing CLIENT's own personnel at CLIENT's expense, to relieve ESS employees to provide legally required breaks. If ESS employees are required to vacate their posts to take their breaks, ESS shall incur no liability for any problems caused by the vacant post due to the employee taking their legally required break(s). Any additional wages due employees due to employees not receiving breaks due to actions of CLIENT will be billed to CLIENT at the appropriate billing rate. CLIENT also covenants that it will provide a work environment for ESS employees which is free from sexual harassment or other discriminatory or hostile actions by CLIENT's agents, servants or employees.</p> <p>6. Additional CLIENT orders for staffing not placed within twenty-four (24) hours of beginning of work shift will be charged at time and a half. Orders placed within twelve (12) hours of beginning of work shift will be charged at double time.</p> <p>7. CLIENT agrees to pay all invoices within fifteen (15) days of receipt of these unvoiced unless otherwise agreed to by the parties in writing. All invoices or portions of invoices which remain unpaid for more than fifteen (15) days after receipt shall bear an interest rate of one and one half (1 1/2%) percent per month on the unpaid amount.</p> <p>8. In the event CLIENT modifies the basic or specific duties of any of the employees of ESS and consequently exposes ESS to any unforeseen risks, CLIENT will thereby assume responsibility for such changes unless these changes have been agreed to in advance by ESS and CLIENT in writing. In the event that a third party asserts any claim, right or cause of action against ESS or its employees for intentional or negligent acts which arises out of or relates to ESS' actions in enforcing CLIENT's stated policies or procedures, CLIENT will defend, indemnify and hold ESS harmless from such claim, right or cause of action.</p> <p>9. CLIENT hereby appoints ESS and its employees as its designated agents authorized to conduct discretionary questioning/interviews and evictions of any individuals encountered on the CLIENT's owned, leased or rented real property.</p> <p>10. ESS will furnish employees assigned hereunder to the facilities of CLIENT with appropriate uniforms. ESS shall not be responsible for providing two-way communication equipment or cellular telephones unless specifically requested by CLIENT in writing. CLIENT acknowledges that ESS may charge an additional fee for providing such equipment.</p> <p>11. If CLIENT requires or allows the personnel of ESS to drive any vehicle or cart during the course of their duties, other than the security officer's own personal vehicle or vehicles furnished by ESS, CLIENT agrees that its insurance is primary and shall carry comprehensive fire and theft, collision and liability insurance on these vehicles, and further agrees that it will waive all rights of recovery from ESS and indemnify ESS, its officers, agents, servants and employees, from any and all such claims, suits, damages, thefts and expenses which may arise out of the unauthorized or permitted use of the vehicles of CLIENT.</p> <p>12. CLIENT waives any and all rights of recovery against ESS for damages to the premises serviced and/or losses sustained by CLIENT and/or any and all claims for indemnity which claims or damages arises out of or are related to fire or any other casualty.</p>			

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13. It is understood and agreed by and between ESS and CLIENT that: (a) ESS is not an insurer and additional insurance, if any, shall be the responsibility of CLIENT; ESS' liability for care, custody and control of the business or personal property of CLIENT (and/or that of CLIENT'S guests, employees, agents, servants, bailees or others) is specifically limited to \$100,000 aggregate. If CLIENT desires "care, custody and control" insurance to protect such business or personal property in an amount greater than \$100,000 in the aggregate, CLIENT must specifically request that ESS provide, and ESS must agree to provide, insurance coverage in such greater amount. The cost of such additional insurance will be paid for by CLIENT in advance; (b) CLIENT shall defend, indemnify and hold ESS harmless from any and all claims, damages, losses or injury (either personal or property) arising out of or related to activities that are at "general admission", "festival seating" and/or "open seating" events or any activities such as "moshing", "crowd surfing", "siam dancing", "stage diving", "crowd surges" or similar activities, unless CLIENT has notified ESS in a reasonable time in advance that such activities would be prohibited at an event and CLIENT hires a level of staffing deemed adequate by both parties in writing under a separate Attachment to enforce the prohibition on such activities; (c) CLIENT agrees that the selling, furnishing, giving of alcoholic beverages and/or age verification is outside the scope of services provided by ESS and at no time shall ESS have any responsibility for selling, furnishing and/or giving any alcoholic beverage or age verification to anyone at or about the venue and/or premises. CLIENT shall defend, indemnify and hold ESS harmless from any and all claims, damages, losses or injury (either personal or property) arising out of or related to any claim where the service or consumption of alcohol was a factor in the claim, damage, losses or injury; (d) ESS shall have no responsibility for any damage or losses sustained by CLIENT, or claims made against CLIENT by third parties, which damage, losses, or claims arise out of or are related to criminal conduct, activities or action which take place at the CLIENT's premises unless: (1) Said damage, loss or claim was caused by criminal conduct of an employee of ESS, and (2) Said ESS employee has been found guilty of the criminal conduct accused of by means of a criminal conviction or guilty plea, and the criminal act of the ESS employee actually caused the loss, damage or claim; (3) ESS makes no warranty or guarantee, including any implied warranty of merchantability of fitness, that the services supplied will avert or prevent occurrences or the losses there from that the service is designed to detect or avert; (4) If ESS shall be found liable for loss or damage due to failure of service in any respect whatsoever, ESS's liability shall not exceed the sum of billing to CLIENT for which ESS was providing services for during the loss, which sum shall be complete and exclusive and shall be paid and received as liquidated damages.
14. ESS may terminate this agreement on three (3) days written notice to CLIENT if: (a) ESS makes a good faith determination that contrary to ESS advice, CLIENT has taken action which will operate to increase ESS's liability exposure, require ESS to violate a law or governmental order or which would compromise ESS's ability to perform in accordance with usual and acceptable industry standards of practice; (b) ESS has previously notified CLIENT in writing of said action by CLIENT that would trigger the right to terminate, and CLIENT has either failed to cure said action immediately or has repeatedly breached the agreement in some material respect without taking steps to cure said action.
15. ESS has the right, in their sole discretion, to terminate this contract on twelve (12) hours notice if ESS makes a determination that CLIENT and/or CLIENT's employees do any of the following: (a) Discriminate against ESS's employees in violation of any state, federal or local law; (b) Make any request of ESS's employees that are in violation of any state, federal or local law; (c) Verbally abuse and/or physically threaten or harm any of ESS's employees; and/or (d) CLIENT fails to make payment as described under the terms of this Agreement.
16. CLIENT agrees that it will reimburse ESS for any supplies and/or equipment bought or rented specifically for CLIENT's event if CLIENT cancels ESS's services for any reason with less than five (5) full business day's notice.
17. CLIENT agrees that it will not give gratuities on any kind (including cash payments, clothing, merchandise, memorabilia, etc.) to any employee of ESS without written permission from the President of ESS. Meals and beverages will not be considered a gratuity.
18. Client acknowledges that it may learn, collect, obtain, maintain, transmit or develop data, information or materials (including without limitation this Agreement) from ESS which is or which ESS considers proprietary, sensitive and confidential to or of independent economic value to ESS, actual or potential, as well as data and information which may be non-public financial information, personally identifiable information or otherwise, regardless whether protectible under any law or regulation, and regardless of protection, markings or dissemination ("Confidential Information"). Client covenants and agrees that all Confidential Information will be considered, deemed and protected as proprietary and confidential to ESS. Client will not use for its own benefit (other than in the performance of or procurement of Services under this Agreement) or the benefit of any other party, disclose, make available or permit inevitable disclosure of Confidential Information (including without limitation storage or transmission in any electronic medium now known or hereafter developed), and will not allow or permit any Confidential Information to be corrupted or infected or misappropriated or used except and solely to the respective right, title, interest and benefit of both ESS and Client. Client shall execute such further instruments as ESS may require to carry out these covenants and agreements. Both parties agree that the restrictions herein are mutually agreed to be and shall be deemed to constitute reasonable efforts to maintain confidentiality and ensure compliance with applicable laws and regulations. Without limiting its rights to designate other information, ESS hereby specifically designates its billing rates and invoices as Confidential Information.
19. All employees furnished under this agreement shall be employees of ESS, an independent contractor, and not employees of CLIENT. CLIENT acknowledges that in order to provide the personnel supplied by ESS to CLIENT, ESS has incurred a substantial expense in training and educating such personnel including, but not limited to, expenses for advertising, recruiting, interviewing, screening, testing, training and outfitting these personnel. In consideration of this expenditure by ESS in training and educating its personnel, and in order to protect ESS' investment in said personnel, CLIENT agrees that if any ESS employee is employed by CLIENT, its associates, affiliates or subsidiaries as an employee or independent contractor CLIENT agrees to pay ESS the greater of fifty percent (50%) of the estimated annual full-time salary of any employee, or the sum of \$20,000.00, in the event any employee supplied by ESS to work at CLIENT's premises: (a) Is employed or retained by CLIENT or CLIENT's associates, affiliates, parents, subsidiaries or successors as an employee within one (1) year after ESS last employed said employee to work at CLIENT's premises: or (b) Is induced, influenced or assisted by CLIENT in any way to work for any competitor of ESS within one (1) year after ESS last supplied said employee to work for CLIENT.
20. All notices given under this agreement, unless otherwise provided, shall be directed to ESS at 2878 Camino del Rio South, Suite 260, San Diego, CA 92108, U.S.A., ATTN: Gus Kontopuls and to CLIENT at the address designated by CLIENT in the "Client Information" section of the FORM portion of this Agreement.
21. CLIENT may not assign any portion of this Agreement, including payment due hereunder or direction and/or supervisory responsibilities of ESS employees to third-party contractors, without the prior written consent of ESS
22. This agreement shall be governed by the laws of the State of California.
23. This agreement is the entire agreement between the parties. No oral understandings, agreements, or other documents shall alter or modify the terms of this agreement unless in writing and signed by both of the parties.
24. If any of the terms or provisions of this agreement shall be declared invalid, all the remaining terms and provisions shall remain in full force and effect.
25. In the event that any party should bring or defend an action or other proceeding for the enforcement of this agreement and/or seek a declaration to its legal rights and obligations under this agreement, then there shall be an award of reasonable attorney's fees to the prevailing party in such action in a manner consistent with the provisions of California law, including, but not limited to, California Civil Code Section 1717. CLIENT agrees that any financial damages claimed by ESS for lost profits shall be calculated on a Gross Profit basis. For purposes of this Paragraph, Gross Profit shall be defined as the monetary amount of the hourly billing rate minus the costs of minimum wage and payroll taxes and workers compensation insurance on minimum wage.
26. Should CLIENT have any other written Agreement in place with ESS, the terms and conditions of this written Agreement shall supersede all terms and conditions of any other written Agreement but only for the services provided per the order in this Agreement.
27. The terms and conditions of this agreement are the result of extensive negotiations between the parties. The parties agree that the rule of contract interpretation by which an ambiguity in a contract provision is construed against the drafter of that provision shall not apply to the instant agreement and its terms and provisions.
- In witness whereof, CLIENT below executes this agreement in the state of California, the day and year above written in the FORM portion of this Agreement.

CREDIT CARD PAYMENT INFORMATION (with prior approval only)

Name on Credit Card	<input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX <input type="checkbox"/> Visa <input type="checkbox"/> Discover	Credit Card Number	Expiration
Credit Card Billing Address	City	State	Zip Code
Authorized Signatory Name (Print)	Title	Authorized Party Signature	
CLIENT APPROVAL & ACKNOWLEDGEMENT			
Authorized Signatory Name (Print)	Title	Authorized Party Signature	

