

Agent Position Agreement

This agreement is between Phillips Protective and Agent (signatory below). **Please** read carefully. By signing this agreement, Phillips Protective and Agent affirm full understanding of all stipulations listed herein.

- 1. This is not a Mission Contract Assignment.
- 2. This Agreement outlines a long-term 1099 relationship between Agent and Phillips Protective.
- 3. Agent provides all weapons, tools and gear besides company shirt & logos:
 - a. Weapons, tools and gear must be approved by Phillips Protective, and
 - b. Company shirt & logos remain property of Phillips Protective.
- 4. Agent deploys from home or personal office in personally owned vehicle:
 - a. Phillips Protective must approve personally owned vehicles, and
 - b. Agent must provide proof of auto insurance.
- 5. Agent is responsible for professional licensure, skills and qualifications:
 - a. Phillips Protective must verify current licensure, skills and qualifications;
 - b. Phillips Protective is responsible for screening and testing as necessary; and,
 - c. Agent must affiliate licensure with Phillips Protective per Texas PSB regulations.
- 6. Phillips Protective provides mission requirements and location:
 - a. Agent has the option to refuse any Mission Contract Assignment, and
 - b. Mission Contract Assignments with less than 48 hours' notice will pay an uplift to Agent, specified in Mission Contract Assignment.
- 7. Agent determines appropriate tactics, methods and means to accomplish mission.
 - a. Agent will strictly adhere to every applicable law as well as all stipulations of Mission Contract Assignment, and
 - b. Agent will never divulge the existence of, nor content of, any Mission Contract Assignment except as required by law.



- 8. Agent is subject to on-duty inspection but is not under constant supervision.
- 9. Agent is paid under Mission Contract Assignment terms upon <u>successful</u> <u>completion of mission.</u>
- 10. Phillips Protective provides PSB Security Contractor license:
 - a. Agent is not authorized by Phillips Protective for any off-mission duty, and
 - b. Per Texas PSB regulations, Phillips Protective must approve any change order, extension or uplift to Mission Contract Assignment <u>before</u> out-of-scope work is performed or promised.
- 11. Phillips Protective provides all necessary professional liability insurance.
- 12. Phillips Protective withholds nothing from payment of accepted Agent invoice:
 - a. Agent mileage and expense, while on duty, are reimbursed per Mission Contract Assignment and not separated from billable hours, and
 - b. Agent is solely responsible for properly reporting income and expenses to the IRS.
- 13. Agent has had ample opportunity to seek advice and counsel on the implications of every stipulation herein.

The above represents the entire **Agent Position Agreement**. Neither party makes any other representations, written or verbal, as any part or stipulation of this agreement. Signature page follows.



Signature of Agent
Print Full Name and Texas PSB License Number
Address
Address
Phone(s)
Marc Phillips, Director of Operations
Phillips Protective

802.558.1371