

Legal Connections



LEGAL EXPERTISE FOR THE BUSINESS COMMUNITY

AUGUST 26 - SEPTEMBER 8, 2022

Our legal education programs are useful to small business owners. Check out our full catalogue of seminars at www.cbalaw.org

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IS YOUR BUSINESS LIABLE WHEN YOUR OUTSIDE SECURITY COMPANY IS NEGLIGENT?

Business owners have a duty to be aware of the foreseeable risks that hosting an event may pose for them. A business owner may think that they are protected from liability if an independent contractor or outside security company is negligent at their event – but that is not always the case under Ohio law.



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outside security company.

Once you hire an outside security company, what happens when a customer or guest is injured at the event? What if the injury occurs because the security guard was negligent? Does it matter if the injury was intentional or accidental? Are the security guard and the security company solely liable?

This area of the law is very fact-specific, and you will often hear a lawyer telling you “it depends” when you ask if your business may be liable for an injury that occurs at your event or on your premises. When you plan for an event, you should spend a considerable amount of time assessing risk. For some events, you may have to hire an outside security company to ensure the safety of your customers and guests. For example, if your business event serves alcohol, hosts high-profile guests, is open to the public, or attracts media attention, it would be in your best interest to hire an

Generally, if a business hires an outside company to manage security at an event, the security guards would be considered independent contractors. As a general rule, an employer is liable for the negligent acts of its employees committed within the course and scope of employment, and an employer of an independent contractor generally is not liable for the negligent acts of the independent contractor. The primary test in determining whether one is an employee or independent contractor boils down to whether the business has

the right to control the manner or means of the work being performed. However, there are exceptions for “non-delegable duties.”

Nondelegable duties are either: a) those duties created by statute or law, or b) duties imposed on the employer that arise out of inherently dangerous work. The work performed by security guards will more likely than not be considered inherently dangerous, and a business is not insulated from liability even if it contracts with an outside company for security.

How can you protect yourself from claims of negligent security? First, you should carefully select a reputable security company that ensures proper hiring, training, supervision and compliance with state and federal laws. Second, you should evaluate and assess how to minimize risks on your property and at any event you host. Third, your business should always have a written contract with the outside security company which expressly sets forth the

EDUCATION & EVENTS

■ Wednesday, August 31 • 5 - 7 p.m.
Committees and Cocktails: Paralegal Night
All CBA members are welcome!

■ Friday, September 9 • 12 - 1 p.m.
Franklin County Auditor's Office Tools for Research and Transparency
1.0 CLE/NLT Hour

■ Friday, September 9 • 12:30 - 4 p.m.
Legal Practice Workshop Session 1 of 6: Law Firm Design
3.0 CLE/NLT Hour

All classes listed are offered by the Columbus Bar Association through Zoom. To register, call 614-221-4112 or enroll online at www.cbalaw.org.

rights, duties and responsibilities of the parties.

Hosting events that require security creates a certain amount of risk. It is critically important that your business and the security company carry separate insurance policies to protect against that risk. Negligent security is a growing area of the law due to increased crime in our society. Businesses need to protect their customers and invitees, and themselves, against this growing risk. ■

READY TO START YOUR OWN PRACTICE? LET US HELP: JOIN US FOR THE LEGAL PRACTICE WORKSHOP, A 6-CLASS SESSION ALL ABOUT BUILDING A MODERN, PROFITABLE LAW FIRM. REGISTER: CBALAW.ORG

TAKING CARE OF YOUR PETS

When your clients have pets, arrangements should be made for the care of the pets when your client has passed on.

If no planning is done, the probate court or the executor will be left trying to find someone to adopt or take the pets. The transfer of the pets and cost of care can be provided for within a will,



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stating who the client would like to adopt the pets, or who has agreed to take care of them; they can also provide a pet fund for food and veterinary costs.

The Ohio Revised Code allows for a pet trust to be established under Ohio Revised Code section 5804.08, to provide for the care of a pet (or pets) which will terminate upon the death of the last pet. Creating a trust for the pet allows for the continued

care and support of the pets without the delay of probate to access funds. A trustee is named by the client, as well as a caregiver for the pets.

Having the trustee oversee the caregiver provides oversight to make sure the pets are being cared for in the manner intended by the grantor. Also, include details as to what type of care, exercise, grooming routine and ultimately how you want the pet's passing to be handled. If it's important to your client, make sure you put it in writing.

Pets are an important part of any client's life, and as attorneys we need to remember to help both our clients and their fur-babies. ■

Reprinted from the Summer 2022 Columbus Bar Lawyers Quarterly edition. Read the full article at cbalaw.org.

COLUMBUS BAR ASSOCIATION

BENCH BAR

• RETREAT •



October 7-8, 2022
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