

Award Staffing Terms and Conditions

AWARD STAFFING's Duties and Responsibilities

1. Award Staffing will:
 - a. Maintain all necessary personnel and payroll records for its employees assigned to Client;
 - b. Compute their wages and withhold applicable federal, state and local taxes;
 - c. Remit employee withholdings to the proper governmental authorities and make mandated employer contributions for a FICA and all applicable unemployment insurance;
 - d. Pay net wages and fringe benefits if any directly to its employees;
 - e. Maintain liability, fidelity and workers compensation insurance coverage consistent with statutory limits as required by state or province in which the work is to be performed and employers liability insurance with limits not less than \$500,000.00, commercial general liability insurance providing bodily injury, property damage and personal injury/advertising injury coverage with a combined single limit of not less than \$1,000,000.00 aggregate and an excess or umbrella liability policy with a combined single limit of not less than \$3,000,000.00 per occurrence. Client is responsible for providing property and vehicle insurance on all Client property and vehicles used by and any assets turned over to Award Staffing employees;
 - f. Remove any employee assigned to the work site for any valid legal reason; and
 - g. Hire, assign, reassign and/or terminate any employee assigned to the work at CLIENT. Award Staffing acknowledges that neither it nor any of its employees is entitled to participate in any of Client's benefit plans including but not limited to vacation, disability, life insurance, retirement or other benefits.

CLIENT's Duties and Responsibilities

2. CLIENT will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Award Staffing's express prior written approval or as strictly required by the job description provided to Award Staffing;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Except for usual worker's compensation exclusive remedy claims of Award Staffing employees, Client shall be solely responsible for all claims, losses, expenses and damages, including bodily injury and property damage, concerning the use of or loss of, and physical loss or damage to, any vehicle and its contents, machinery, equipment, or material in the care, custody or control of Award Staffing agents or employees. Client shall hold Award Staffing harmless from any and all liabilities arising from said claims;

- e. Not change Assigned Employees' job duties without Award Staffing's express prior written approval; and
- f. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

- 3. CLIENT will pay Award Staffing for its performance at the rates set forth on Exhibit A and will also pay any additional costs or fees set forth in these Terms and Conditions. Award Staffing will invoice CLIENT for services provided under these Terms and Conditions on a weekly basis. Payment is due on receipt of invoice or based upon the net terms provided in Exhibit A. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes Award Staffing to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
- 4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Award Staffing will charge CLIENT special rates for premium work time when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as Award Staffing is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
- 5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than Award Staffing during or within 90 days after any assignment of the Assigned Employee to CLIENT from Award Staffing, CLIENT must notify Award Staffing and (a) continue the Assigned Employee's assignment from Award Staffing for his or her next 480 (less hours already assigned and billed by Award) consecutive work hours for CLIENT; or (b) pay Award Staffing a fee in the amount of 120 times the final billing rate for that Assigned Employee, or \$1200.00, whichever is higher.
- 6. In addition to the bill rates specified in Exhibit A of these Terms and Conditions, CLIENT will pay Award Staffing the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that Award Staffing is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

Confidential Information

- 7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their Clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under these Terms and Conditions or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to Award Staffing as a result of Assigned Employees' access to such information.

Cooperation

- 8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, Award Staffing will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Award Staffing's breach of these Terms and Conditions; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of Award Staffing or Award Staffing's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CLIENT will defend, indemnify, and hold Award Staffing and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of these Terms and Conditions; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with these Terms and Conditions, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 20 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of these Terms and Conditions constitute the complete these Terms and Conditions between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

14. Provisions of these Terms and Conditions, which by their terms extend beyond the termination or nonrenewal of these Terms and Conditions will remain effective after termination or nonrenewal.
15. No provision of these Terms and Conditions may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of these Terms and Conditions will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. These Terms and Conditions and the exhibits attached to it contain the entire understanding between the parties and supersede all prior these Terms and Conditions and understandings relating to the subject matter of these Terms and Conditions.
18. The provisions of these Terms and Conditions will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

19. The failure of a party to enforce the provisions of these Terms and Conditions will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of these Terms and Conditions.
20. CLIENT will not transfer or assign these Terms and Conditions without Award Staffing's written consent.
21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of these Terms and Conditions.
22. Neither party will be responsible for failure or delay in performance of these Terms and Conditions if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of these Terms and Conditions

23. These Terms and Conditions will be for a term of 180 days from the first date on which both parties have executed it. These Terms and Conditions may be terminated by either party upon 10 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by These Terms and Conditions, either party may terminate these Terms and Conditions upon 24 hours written notice.

Authorized representatives of the parties have executed these Terms and Conditions below to express the parties' these Terms and Conditions to its terms.

CLIENT	AWARD STAFFING
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Exhibit A Rate Schedule

Job Title or Description	Shift	Location	Hourly Bill Rate
	1, 2 and/or 3		

CLIENT

AWARD STAFFING

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date