

Staffing Agreement

CLIENT has agreed to utilize the services of Staff Force, Inc. ("Company"). By signing this document, CLIENT hereby confirms its agreement with COMPANY to the following terms and conditions or services to be rendered by COMPANY to CLIENT now or in the future.

1. COMPANY reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and compliance with applicable workers' compensation laws, except where such obligations are specifically imposed by law on CLIENT.

2. CLIENT understands COMPANY'S employees are assigned to CLIENT to render temporary service and are not assigned to become employed by CLIENT. CLIENT acknowledges the considerable expense incurred by COMPANY to advertise, recruit and maintain its staff of employees. Accordingly, CLIENT will not, without the written consent of COMPANY and payment of an agreed amount, hire a COMPANY employee, interfere with the employment relationship between COMPANY and its employees or directly or indirectly cause a COMPANY employee to transfer to another temporary help service.

3. CLIENT will not reassign or relocate a COMPANY employee without prior approval of COMPANY. CLIENT agrees to assume all liability arising after any reassignment/relocation without prior approval.

4. CLIENT acknowledges that employee will be under its supervision and subject to CLIENT'S control at all times while employee is assigned to CLIENT. CLIENT agrees that it will not, without the prior written consent of COMPANY, utilize COMPANY employees to: operate any powered machinery, equipment or vehicle; operate dangerous, obsolete or improperly maintained machinery; paint or perform any services from a ladder, scaffolding or otherwise off of the ground; travel outside Texas; engage in excavation work; work with any hazardous chemicals or substances, or board or travel in any aircraft or watercraft whatsoever.

5. CLIENT acknowledges that COMPANY disclaims liability for damage to, loss of, or loss of use of CLIENT'S owned, non-owned or leased vehicles (including contents and cargo), machinery, equipment, or property while being used by or in the care, custody or control of COMPANY employees.

6. Although COMPANY provides workers' compensation insurance coverage for COMPANY'S injured employees, CLIENT assumes any further liability to COMPANY'S employees resulting from any act, including, but not limited to: negligence of CLIENT'S supervisors or employees, or CLIENT'S failure to: (i) maintain a safe premises and working conditions (including, but not limited to: failure to provide or maintain the necessary equipment to perform the job safely, enforce adequate work rules and procedures), (ii) warn of hazards that it knew or should have known about, or adequately inspect for hazards, (iii) provide adequate training to COMPANY'S or CLIENT'S employees, or (iv) provide adequate assistance to COMPANY'S employees to safely perform their job.

7. CLIENT agrees to comply with all applicable laws and ordinances relating to worksite health and safety with respect to workplaces owned, leased or supervised by CLIENT and to which COMPANY employees are assigned, and agrees to provide to employees of COMPANY a safe and healthful workplace, notices and training as required by OSHA, or similar state law, safety equipment, protective clothing, and other health and safety devices necessary or required by law, used by CLIENT'S employees in the performance of similar work, or otherwise appropriate to the job. CLIENT agrees to assume responsibility for recording in accordance with 29 CFR 1904, reporting in accordance with 29 CFR 1904.39, claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970, as amended or any similar state law.

8. COMPANY shall incur no liability as a consequence of CLIENT having entrusted cash, negotiable securities or other items of value to any employee of COMPANY except where CLIENT so acted with prior written consent of COMPANY.

9. CLIENT agrees to comply with applicable state and federal civil rights laws, and other employment-related laws as they pertain to COMPANY employees, including but not limited to: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Family Medical Leave Act and the Texas Workers Compensation Act. CLIENT agrees to not utilize employees to engage in any activity in violation of any law. COMPANY shall incur no liability with regards to any alleged violation of any laws by CLIENT, and CLIENT assumes all liability for violation of laws described in this paragraph.

10. CLIENT agrees to provide such information regarding the services performed by COMPANY’S employees as COMPANY may request during or following such employment.

11. CLIENT shall defend, indemnify, and hold COMPANY, its employees, agents and representatives, harmless from any and all claims, damages, and liabilities assumed by CLIENT or disclaimed by COMPANY in this Agreement, or which might be asserted against any of them arising out of CLIENT’S acts or failure to act pursuant to this agreement.

12. CLIENT agrees that hours worked by STAFF FORCE, INC. employees in excess of 40 hours per week (Monday through Sunday) will be paid according to Fair Labor Standards Act guidelines. CLIENT agrees that a four-hour minimum is paid by CLIENT for each employee daily.

13. CLIENT agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after sixty (60) days, after which a default charge will be imposed at 1-1/2% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is lower. CLIENT agrees to pay the default charge together with reasonable attorney’s fees for cost of collection.

CHOICE OF LAW: CLIENT and STAFF FORCE agree that the laws of the State of Texas will apply to any dispute under this Agreement and venue of such dispute is expressly reserved in Harris County, Texas.

STAFF FORCE, INC.

CLIENT: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____