

## SKILLED STAFFING, LLC TERMS AND CONDITIONS OF ASSIGNMENT

Our employees are assigned to you under the following Conditions of Assignment:

1. For the services of Skilled Staffing, LLC (SS) employees, we will bill your company (Customer) at the rate contained in SS's invoices, which will be mailed to you weekly. Legally required overtime (Federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half the billing rate.
2. The persons assigned are employees of SS and shall not be deemed to be Customers employees but shall be deemed to be Customers borrowed servants. SS warrants that its employees are covered by workers compensation insurance, and that it assumes total responsibility to pay all applicable federal, state, and local withholding taxes and unemployment taxes as well as Social Security, state disability insurance and all other payroll charges.
3. Supervision of an SS employees work on your premises (or wherever you assign the employee) is your responsibility and under no circumstances will SS be responsible for work performed by SS employees, even if job foremen, crew leaders or supervisors are provided by SS at the request of Customer. Customer will advise SS employees if they will be subject to applicable policies and procedures of Customer while performing work under the direction and control of Customer.
4. A four (4) hour minimum charge (per person) exists on all orders. If, for any reason, you are dissatisfied with the employees assigned to you, SS will not charge for the first four (4) hours worked, provided that SS replaces the individual assigned. Unless you contact us in writing before the end of the first four (4) hours, you agree that our employees assigned are satisfactory.
5. Customer warrants that it has a written policy prohibiting discrimination and sexual harassment, that the policy includes a procedure for addressing complaints or concerns of that nature.
6. Our employees will present a time record to you or your representative for verification at the end of each week. You will be deemed to have accepted the time record by either signing or indicating acceptance through email, text message, or some other method and, regardless, you will be deemed to have accepted the time record if you continue to request SS employees be assigned to you. Your acceptance of the time record indicates your acknowledgment that the hours reflected on the time record are accurate and that the work performed is acceptable. You will be billed weekly for the total hours worked. All invoices are due upon receipt. Invoices will be considered in default after forty-five (45) days from the date of invoice, unless payment in full has been received, at which time interest will be charged on unpaid balances at the rate of 1.5% per month, unless prohibited by law, in which case, the interest rate shall be the maximum allowed by law. The customer agrees to pay the balance due, accrued interest, notice to owner origination, filing fees, lien filing fees and reasonable attorneys, fees and costs of collection. In the event Customer disputes the contents of invoices submitted by SS, Customer must dispute the invoice in writing within ten (10) days of the date of the invoice, or the full amount of the invoice shall be deemed accepted by the Customer.
7. Payment to SS is not conditioned upon Customers receipt of payment from any person or entity, including, without limitation, owners, contractors, subcontractors, and suppliers. Customer acknowledges that SS is not assuming any risk of non-payment from those who may be or may become indebted to Customer.
8. After you evaluate the performance and potential of our employee on the job, you may wish to employ this person directly. Our employees represent our inventory of skilled tradespeople and in the event, you wish them converted to your employer or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee calculation is one percent (1%) for each thousand dollars of the annual actual or projected salary (e.g. 20% for a \$20,000.00 salary) multiplied by the annual salary, to a maximum of thirty percent (30%). In no event will a conversion fee be less than \$1,000.00. The same calculation will be used if you convert our employee on a part-time basis using the full equivalent salary; however, the conversion fee will not be less than \$1,000.00. The conversion fee is payable if you or someone referred by you, directly or indirectly, including other staffing forms, hire our employee assigned to you, regardless of the employment classification of either a permanent, temporary (including temporary assignment through another agency) or consulting basis within one (1) year after the last day

of assignment. You also agree to pay a conversion fee if our employee assigned to you is hired by a subsidiary, affiliate or other related company or business as a result of your referral of our employee to that company.

9. Customer agrees to notify SS immediately whenever any employee performs any work under a Government Contract and agrees to pay SS a price differential to reflect the higher wages that may be due any such employee by reason of any Government Contract or the contract specifications. In the event that Customer assigns SS's employees to a prevailing wage job, it shall be Customer's responsibility to inform SS in writing of the pay rates for each classification of employee assigned to the Customer on the project, and Customer shall assume all liability for any claims pursuant to a prevailing wage audit on the project and in the case of an underpayment of wages and defend and indemnify SS from any such claims.

10. Customer agrees to notify SS immediately whenever any employee performs work on a job under an Owner or Contractor Controlled insurance program or like arrangement. Customer is responsible for payment of any associated premium even if said premium is in excess of any prearranged discounts to be provided by SS.

11. Customer agrees that it will not, without the prior written consent of SS, utilize SS employees to operate machinery, equipment or vehicles not covered by the Customer's liability and property damage insurance; to operate dangerous or unprotected machinery; for excavation where proper shoring or other OSHA compliant protection is not provided; for any work on scaffolding, or as a member of the crew of any vessel or in maritime work which might be subject to the United States Long shore and Harbor workers Compensation Act, or the Jones Act. Customer acknowledges that SS's insurance does not cover claims of SS employees if they are utilized as described above.

12. Customer agrees that it will not entrust SS employees with unattended premises, specialty tools, cash, checks, negotiable or other valuables. An SS employee may not under any circumstances, transport or convey monies, securities, or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).

13. Customer agrees to be responsible for SS employees' safety, including but not limited to, the Occupational Safety and Health Act of 1970, and in particular agrees to comply with all applicable laws and ordinances relating to health and safety, and, in particular, agrees to provide any safety equipment, training, clothing, or devices necessary as required by law for any work to be performed, or used by Customer's employees in the performance of similar work (SS will provide hard hats, safety glasses and gloves). Customer agrees to indemnify and hold harmless SS for suits, actions, losses, damages, claims, penalties or liabilities of any character, type or description, including all expenses of litigation, court costs and attorney's fees arising out of violations by the Customer of the Occupational Safety and Health Act of 1970, or any similar federal or state law now or hereafter enacted with respect to workplaces or equipment owned leased or supervised by Customer and to which employees are assigned.

14. In And For The Special Consideration Of \$10.00, Customer Agrees That Ss Shall Not Be Liable Or Responsible For, And Shall Be Indemnified [Defended by counsel of SS's Choice] Saved and Held Harmless By Customer From And Against Any And All Suits, Actions, Losses, Damages, Claims, Penalties Or Liabilities Of Any Character, Type Or Description, Including All Expenses Of Litigation, Court Costs And Attorneys Fees For Injury Or Death To Any Person, Or Injury To Any Property, Received Or Sustained By Any Person Or Persons Or Property, Arising Out Of, Or Occasioned By, Directly Or Indirectly, Customer's Work, Jobs Or Activities, Or SS Employee's Work, Jobs Or Activities. In the Event of Any Claims Of Any Kind By Customer Against Ss, To The Extent Not Barred Or Precluded by Any Other Provision Of These Terms And Conditions, The Customer's Recovery Shall Be Limited To The Amount Paid By Ss For The Services Of The Employees Who Are The Subject Of The Claim.

15. This agreement shall be governed exclusively by the provisions hereof and by the laws of the State of Florida. Venue for any dispute or action arising out of or related to this agreement, at SS's choice, shall be either Broward County, Florida, or in the county where the project for which SS employees are being utilized by Customer. YOU AGREE TO THE FULLEST EXTENT POSSIBLE BY AN APPLICABLE LAW TO WAIVE A TRIAL BY JURY ON ANY AND ALL CLAIMS, COUNTERCLAIMS, DISPUTES OR ACTIONS IN ANY MANNER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16. In order for Customer to establish a credit account with SS, Customer authorizes SS to conduct a credit investigation which may include but not be limited to Customers bank, trade and credit bureau references as applicable.

17. This writing shall constitute the entire agreement between the parties and shall supersede any and all prior agreements and representations, written or oral.

18. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Terms and Conditions of Assignment, but this Terms and Conditions of Assignment shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Initials \_\_\_\_\_