

# Temporary Services Agreement

## Service Agreement

**THIS SERVICE AGREEMENT** ("Agreement") is made and entered into effective as of \_\_\_\_\_, 2008 (effective date) by and between HOTEL, with a mailing address of \_\_\_\_\_ "HOTEL" and [Temporary Service Provider's name], with a mailing address of \_\_\_\_\_ ("Contractor").

**THAT FOR AND IN CONSIDERATION** of the covenants, agreements, terms, provisions and conditions herein stated, the parties do hereby mutually agree, each with the other, as follows:

### 1. Retention of Contractor and Scope of Work; Nonexclusive Relationship.

**a. Retention of Contractor and Scope of Work.** HOTEL hereby retains Contractor to furnish those services identified on Exhibit "A" attached hereto, through Contractor's employees to HOTEL facilities in \_\_\_\_\_, issued from time to time by HOTEL and accepted by Contractor.

**b. Non-exclusive Relationship.** Nothing contained in this Agreement shall be construed so as to create an exclusive relationship between HOTEL and Contractor. HOTEL shall be free at its option to use any number of contractors (i) to supply all of HOTEL's temporary worker needs and (ii) to supply a temporary worker for any single job. Further, HOTEL may reduce at any time the number of temporary workers supplied by the Contractor to HOTEL (irrespective of the course of dealing between the parties) and may at its option cancel or withdraw any Requisition.

### 2. Term.

**a. Term.** Subject to Section 10 hereof, the term ("Term") of this agreement shall commence on the effective date and terminate on \_\_\_\_\_.

**b. Option Periods.** This Agreement shall be automatically extended for one (1) additional term of one (1) year upon the terms and conditions contained herein, unless (i) HOTEL notifies Contractor by giving written notice thirty (30) days prior to the expiration of the initial term of HOTEL's intent to cancel this Agreement, or (ii) HOTEL and the Contractor fail to mutually agree in writing at least sixty (60) days prior to the end of the initial term on a revised Rate Schedule to be applicable to any additional term. In either such event, this Agreement shall automatically terminate at the end of the initial term.

### 3. Payment and Terms

**a. Rate Schedule.** HOTEL agrees to pay Contractor for the services performed by Contractor and provided hereunder in accordance with the rates set forth in the Rate Schedule attached hereto and made a part of this Agreement, for all time devoted directly to HOTEL by Contractor's employees as may be necessary and required for the proper

performance of the services. Except to the extent provided in Section 3(b) hereof, these payments shall constitute full and adequate consideration to Contractor for all labor, services and material furnished to or on behalf of HOTEL, and HOTEL shall not be obligated to pay any additional fees, costs or other sums to Contractor. HOTEL will pay Contractor for all time worked on an assignment for HOTEL by a given employee assigned to HOTEL at the appropriate straight or overtime rates as is required by State and Federal Wage and Hour Laws. HOTEL shall not be responsible for overtime for any temporary worker where such overtime has been generated by a temporary worker providing services for Contractor, any other client of Contractor or any person other than HOTEL at different times during the same work week. All overtime must be approved in advance by HOTEL and reported for the week in which it was worked. Overtime shall not be carried forward or backward to a different week. HOTEL shall not be obligated to pay Contractor an increased fee as a result of any overtime rate being paid to any employee of Contractor. Contractor shall calculate its fee based upon the straight rate, not the overtime rate that Contractor pays to a given employee of Contractor assigned to HOTEL. Contractor shall use a standardized time card in a form previously approved by HOTEL for all of Contractor's employees assigned to HOTEL.

**b. Additional Expenses.** In addition to payments to be made under Section 3(a), HOTEL agrees to reimburse Contractor for the costs incurred by Contractor for the items listed on Exhibit \_\_ attached hereto and incorporated herein by reference; provided, that, (i) Contractor has obtained HOTEL's prior approval and (ii) all such items are being purchased solely to supply Contractor's employees with certain materials needed to perform the jobs to which such employees are assigned. All such out-of-pocket expenses shall be itemized on each invoice covering the services in conjunction with which such expenses were incurred. Contractor shall provide HOTEL with true and accurate copies of receipts or other documentation substantiating all out-of-pocket expenses invoiced to HOTEL with each invoice. HOTEL's approval of such out-of-pocket expenses shall not be unreasonably withheld.

**c. Terms of Payment.** HOTEL will pay Contractor on a weekly basis at forty-five (45) days following the acceptance of a correct invoice in a form previously approved by HOTEL. HOTEL shall not be obligated to pay Contractor for any services under this Agreement unless HOTEL has issued to Contractor a Requisition executed by an authorized agent of HOTEL. Contractor agrees to invoice on or before the tenth (10<sup>th</sup>) of the month for all services provided in the prior month, in accordance with the payment terms specified above, in the Requisition and per the rates specified in the Rate Schedule. Failure of Contractor to invoice in accordance with such terms and rates and otherwise as specified herein and in each Requisition will be considered an event of default and HOTEL shall have the right to terminate this Agreement and each Requisition previously issued hereunder. Additionally, HOTEL reserves the right to contest any inaccurate, incomplete or otherwise nonconforming invoice. HOTEL's failure to pay any disputed fee or other sum shall not be an event of default under this Agreement; provided that HOTEL has given notice to Contractor of its objection to any such fee or other sums.

#### **4. Standard of Performance.**

**a. Provision of Services.** All services to be provided by Contractor under this Agreement shall be provided and performed in accordance with high professional standards and prudent business judgment and standards.

**b. Initial Evaluation Period.** Contractor agrees that with respect to each temporary worker that Contractor assigns to HOTEL, HOTEL shall be given a period of two (2) business days (commencing from the date the temporary worker begins his or her work assignment at HOTEL) in which to evaluate each such temporary worker's job skills and performance, suitability for and compatibility with HOTEL's work environment. In the event HOTEL determines, in its sole discretion, that any such temporary worker is not suitable for the assigned position, Contractor shall terminate the assignment of such temporary worker under the Requisition. Upon the termination of any such Requisition, HOTEL shall not be obligated to pay Contractor any fees, expenses or compensation for the services of such temporary worker whose assignment with HOTEL has been terminated.

**c. Applicable Law/Compliance.** Contractor agrees to comply (i) with all applicable Federal, State and local laws, statutes, executive orders, rules, regulations and ordinances in its performance of this Agreement and any act by Contractor in connection herewith and (ii) with all Federal and States Laws, statutes, executive orders, rules and regulations pertaining to Contractor's operation and its authority to offer the services and engage in the activities contemplated in this Agreement or conduct its business, including but not limited to the Federal Social Security Act, the State and Federal Unemployment Insurance Acts, the State Worker's Compensation Laws, State and Federal Wage and Hour laws, the Occupational Health and Safety Act, all State and Federal and local Employment Laws, and all other laws and regulations. Contractor shall establish appropriate procedures and controls as that services under this Agreement will not be performed by using any alien who is not legally eligible for such employment under United States immigration laws. Contractor acknowledges and agrees that it shall be responsible for complying with the Immigration Reform and Control Act with respect to its employees.

#### **5. Contractor's Employees Not Deemed Employees of HOTEL.**

**a. Contractor Responsibilities for Its Employees.** With respect to each temporary worker assigned to HOTEL, Contractor shall comply with all of HOTEL's policies (and all applicable State and Federal laws) pertaining to background and reference checks and drug screens prior to each temporary worker commencing his or her assignment at HOTEL. Notwithstanding the foregoing, it is expressly understood and agreed that the personnel used or supplied by the Contractor pursuant to this Agreement shall be and remain employees and/or agents of the Contractor, and under no circumstances are such persons to be considered or held to be employees and/or agents of HOTEL. As to all such persons, Contractor shall have the sole responsibility for all employment matters, including, without limitation, (i) employee recruitment, selection, training, supervision

and control, counseling and corrective action; (ii) the withholding of all State, Federal and local income taxes and social security; (iii) the provision of any disability benefits and employee benefits; and (iv) the handling of all workers' compensation claims and unemployment compensation claims.

**b. Compliance with HOTEL Policies.** Contractor's employees and agents shall comply with all HOTEL policies while on HOTEL's premises. Contractor shall provide its employees and agents with adequate orientation (subject to HOTEL's review and approval) to introduce its employees and agents to the role and function of Contractors and its employees and agents assigned to HOTEL and to explain HOTEL's policies, rules and regulations.

**(1) Harassment Policies.** Contractor acknowledges that it is the policy of HOTEL to prevent all forms of harassment in the workplace, including without limitation sexual harassment. Contractor agrees to cooperate with HOTEL in effecting such policy.

**(2) Removal of Contractor's Employees.** HOTEL may request that Contractor remove, or cause to be removed, any employee(s) from HOTEL's premises, owned or leased, for any reason and Contractor shall immediately comply.

## **6. Former Employees of HOTEL.**

**a. Notice to HOTEL.** Before assigning a former employee of HOTEL, or any HOTEL affiliate to HOTEL, Contractor shall contact HOTEL-HR to obtain a reference and other information relevant to the assignment of such person to HOTEL. HOTEL reserves the right to approve or disapprove any such assignment.

## **7. Accounting Records and Audit; Reports.**

**a. Accounting Records and Audit.** Contractor agrees to maintain complete and accurate accounting records in a form acceptable to HOTEL, to substantiate Contractor's charges hereunder (including payroll records, time cards, attendance cards and disciplinary action, etc.) and to retain such records for three (3) years (or for such longer period as may be required by applicable laws) after completion of all Requisitions issued under this Agreement. During the term of this Agreement and during the respective periods in which Contractor is required to maintain records hereunder, HOTEL shall have access during normal business hours to all of Contractor's records pertaining to its activities in connection with the performance of this Agreement for the purpose of conducting audits. HOTEL shall have the right to retain an independent third party to conduct any such audit. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

**b. Reports.** As requested by HOTEL, Contractor shall provide to HOTEL by no later than the fifth (5<sup>th</sup>) calendar day of each month a complete and accurate written

report of its activities for the immediately preceding month (including, but not limited to, for each temporary worker assigned to HOTEL) a report of all hours (broken down into straight and overtime) worked at HOTEL, the rate of pay, expenses for which Contractor requested reimbursement and such other matters as HOTEL may request from time to time, in a form previously approved by and satisfactory to HOTEL in its sole discretion. Additional reports to be requested may include (but not limited to) information on staffing levels/response, attrition, disciplinary action, diversity, performance analysis, and safety.

## **8. Confidentiality**

**a. Confidential Information and Trade Secrets.** In connection with the performance of the services hereunder, HOTEL may disclose to Contractor and its employees information considered to be confidential information and/or a trade secret (All such material and information is hereinafter referred to collectively as the "Information"). Information shall mean any information concerning HOTEL's business, operations or technology and all material and information made available to Contractor under this Agreement or in connection herewith or obtained by Contractor, directly or indirectly, from any source whatsoever (including orally or in writing) in conjunction with the performance of this Agreement or otherwise in connection herewith.

**b. Contractor's Obligations.** All Information shall be kept strictly confidential by Contractor. Except to the extent Contractor is expressly authorized in writing by HOTEL, Contractor agrees that it shall not disclose any part of the Information to any third person, or to any of its employees except on a need-to-know basis to the extent necessary to perform his or her job assignment at HOTEL. Contractor shall also otherwise limit the use and circulation of the Information within its organization to the extent necessary to perform the services covered in this Agreement. Contractor further agrees to hold all such Information in trust and confidence for HOTEL and to maintain at all times adequate procedures to prevent loss. Without limiting the foregoing, Contractor shall not make any copies of such Information without the prior written approval of HOTEL and shall return to HOTEL upon demand any such Information. Contractor shall (i) use the Information solely for the purpose of performing its obligations under this Agreement, (ii) take reasonable steps and procedures (and where appropriate under the circumstances, provide security protection) to keep the Information confidential, (iii) expressly require each of its employees and agents exposed to any of the Information to keep all Information confidential. Upon the termination of this Agreement or immediately at HOTEL's request, Contractor shall return all Information to HOTEL. In the event of a breach or threatened breach by Contractor or any of its directors, officers, employees, independent contractors or agents of the provisions of this Agreement, in addition to all other available remedies for such breach or threatened breach including damages, HOTEL shall be entitled to injunctive relief restraining Contractor and any of its directors, officers, employees, independent contractors and agents from disclosing, in whole or in part, any Information.

## **9. Indemnification and Insurance.**

**a. Indemnification.** Contractor agrees to protect, indemnify, hold harmless and defend HOTEL, its subsidiaries, affiliates and related companies, and their respective officers, directors, employees and agents from and against all claims, suits, actions, damages, losses, and expenses (including, without limitation, reasonable attorney's fees and costs of litigation) in any manner resulting from or arising directly or indirectly from or out of the activities of Contractor, its employees, agents and/or Subcontractors in connection with the performance of its services and obligations under this Agreement, including, without limitation, any and all claims, suits, actions (whether such claims, suits or actions are deemed to be with or without merit), liabilities or damages of any nature whatsoever, arising directly or indirectly from or in connection with (i) Contractor's violation of or failure to comply with all applicable Federal, State and local laws, statutes, executive orders, rules, regulations and ordinances (including, without limitation all employment laws) in conjunction with the conduct of its business activities and the provision of the services hereunder; (ii) the improper administration and management of payroll functions (including, without limitation any claims, suits, actions, liabilities or damages of every nature whatsoever based upon claims of improper or inadequate handling of Federal, State and local tax withholdings and social security withholding, and compliance with State and Federal Wage and Hour Laws); (iii) Contractor's negligence in connection with employee recruitment, selection, training, supervision and control, counseling and disciplinary action of Contractor's employees; or (iv) personal injury, death and property damage (including loss of use thereof and down time) resulting from the negligent acts of Contractor or its employees, agents or contractors. Contractor's agreement to protect, indemnify, hold harmless and defend as set forth in this Section 9 shall not be negated or reduced by virtue of Contractor's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend Contractor or HOTEL.

**b. Notice of Claim.** Each party shall provide the other written notice of the assertion of any claim which may be subject to indemnification, as soon as practicable after such claim is received. Failure to provide notice of the assertion of such a claim shall not be deemed a waiver of any right of indemnification or of any other rights which accrue under this Agreement.

**c. Cooperation.** HOTEL and Contractor each agree to cooperate with one another in connection with any pending or threatened claim of any type in connection with personnel assigned to HOTEL pursuant to this Agreement, including without limitation, by providing full and complete information on any such claim.

**d. Insurance.**

(1) During the term of this Agreement and so long thereafter as Contractor may have any obligation to HOTEL under this Agreement, Contractor shall at its own cost and expense procure and maintain in full force and effect (or cause to be procured and maintained at no cost to HOTEL) insurance with sound and

reputable insurance companies of the type and in such amounts as adequate for all risks in accordance with sound and prudent business practices for the type of business operation, activities and services to be provided and performed by Contractor under this Agreement and as approved by HOTEL from time to time, including, without limitation, (i) worker's compensation and employer's liability, (ii) general liability, (iii) automobile liability and (iv) protective liability. In no event shall the insurance coverage required hereunder fall below the amounts set forth on **Exhibit \_\_\_\_** attached hereto and incorporated herein by reference. Upon the executive of this Agreement, Contractor shall immediately provide to HOTEL true and accurate Certificates of Insurance (properly endorsed by an authorized representative of the insurance company) evidencing that the insurance required hereunder is in force and effect and that such insurance will not be canceled or materially changed without giving HOTEL at least thirty (30) days prior written notice. Except to the extent prohibited by applicable Federal or State law, HOTEL shall be named as an additional insured and loss payee on all such insurance policies. The requirement that Contractor procure and maintain such insurance coverage shall not negate or reduce Contractor's obligations under Section 9(a). HOTEL shall have the right to require Contractor to increase the amounts and otherwise upgrade the insurance required to be provided by Contractor hereunder as HOTEL deems appropriate in its reasonable discretion. This section 9 shall survive the expiration or termination of this Agreement.

#### **10. Termination Rights; Cooperation –**

**a. Upon Default.** Subject to the notice provisions contained in Section 12, if either party shall fail to perform its obligations under this Agreement or under and Requisition issued hereunder, the other party shall have the right to terminate this Agreement and all Requisitions issued hereunder upon thirty (30) days written notice, which termination shall be effective on the effective date set forth in such termination notice.

**b. Without Cause.** HOTEL shall have the right to terminate this Agreement without cause upon thirty (30) day written notice to Contractor. Contractor shall have the right to terminate this Agreement without cause upon ninety (90) days written notice to HOTEL. Such termination by either party shall be effective on the effective date set forth in such termination notice; provided, however, it is expressly agreed by Contractor and HOTEL that HOTEL, in its sole discretion, may immediately cancel or withdraw individual Requisitions at any time with or without cause. In such event, HOTEL may, but is not required to, request the reassignment of Contractor's employee(s) affected by such cancellation or withdrawal to HOTEL under a different Requisition.

**c. Payment Upon Termination.** In the event of termination, all Information and all HOTEL property and work in Contractor's possession shall be forwarded to HOTEL. Upon HOTEL's receipt of all such Information property and work, HOTEL shall pay Contractor for satisfactory services performed up to the



effective date of the termination at the specified rates or rates in accordance with the Rate Schedule. Such payment shall be HOTEL's sole obligation and Contractor's sole remedy in the event of termination by HOTEL. In no event shall HOTEL be liable for incidental or consequential damages or lost profits.

**11. Representations and Warranties of Contractor.** Contractor represents and warrants to HOTEL as follows:

**a. Organization.** Contractor is duly organized, validly existing and in good standing under the law of the State of its formation and is qualified to do business in all jurisdictions in which it conducts its business, with full corporate powers to own its properties and to conduct its business as presently conducted and as required to perform its obligations under this Agreement.

**b. Skill and Knowledge.** Contractor represents that each of its management staff members, employees and agents has the requisite skill, knowledge and expertise and Contractor has the requisite financial strength, procedures, equipment, processes, (including computer information system) and facilities to provide and perform all of the services to be provided and performed under this Agreement in strict conformity with the terms and conditions hereof.

**c. Standard Procedures.** Contractor currently has and shall maintain and consistently implement standard procedures (i) for recruiting workers that possess skills and characteristics specified by HOTEL and (ii) for conducting background checks, reference checks, and drug screens all in accordance with all applicable Federal, State and local laws.

**d. Corporate Approvals.** All corporate proceedings legally required to be taken by Contractor in connection with the authorization and execution of this Agreement and the performance of its obligations hereunder and related hereto, and all such approvals, authorizations, consents, licenses, and other order of State, Federal or local regulatory agencies, public boards or bodies (collective, "Governmental Approvals"), if any, as may be legally required to be obtained by Contractor with respect to all or any such matters, have been taken or obtained and Contractor shall take all necessary action to maintain all such Governmental Approvals in full force and effect throughout the term of this Agreement.

**e. Authorizations.** This Agreement has been duly authorized, executed and delivered by Contractor and when executed and delivered by Contractor, will constitute the legal, valid and binding obligation of Contractor enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors' rights generally.

**f. Authority.** Contractor has full legal authority to engage in the activities covered by this Agreement and the execution and delivery of this Agreement and

compliance with its terms, conditions, and provisions will not conflict with or result in a breach of any of the terms, conditions or provisions of the formation document or bylaws of Contractor or any agreement or instrument to which it is a party or by which it is bound, or any law, regulation or administrative decree or order to which it is subject, or constitute a default thereunder.

**g. No Restrictions.** Contractor is not a party to or bound by any agreement or instrument or subject to any charter or any other corporate restriction or any judgment, order, writ, injunction, decree, law or regulation which may materially and adversely affect the ability of Contractor to perform its obligations under this Agreement or which requires the consent of any third person to the execution of this Agreement or the transactions contemplated hereby.

**h. Litigation.** No litigation is pending or threatened against Contractor with respect to this Agreement or the consummation of the transactions contemplated hereby.

**i. True and Accurate Information.** All documents and other information previously delivered and provided to HOTEL in conjunction with the services to be provided and performed hereunder remain true and accurate, including without limitation, all representations, warranties, and certifications contained in any such document and other information.

## **12. Default and Remedies.**

**1. Contractor.** In the event Contractor shall fail to perform any obligation or provide any service on the part of Contractor to be provided or performed hereunder as and when required hereunder or otherwise to comply with the terms of this Agreement, such failure shall constitute an event of default under this Agreement, and HOTEL shall have the right to terminate this Agreement upon thirty (30) days written notice to Contractors, which termination shall be effective on the effective date set forth in such termination notice. Without limiting the foregoing, HOTEL shall have the right to cancel this Agreement and all Requisitions issued hereunder upon HOTEL's notice of cancellation to Contractor, such cancellation to be effective as of the date HOTEL provides such written notice to Contractor or as of a later date specified by HOTEL, if HOTEL determines in its sole discretion that there is a material adverse change in the business or financial condition of Contractor. Additionally, in the event of such default by Contractor, HOTEL shall have the right to immediately offer employment to any or all Contractor employees assigned to HOTEL without payment of any penalties or fees. Upon any such termination, HOTEL shall have the right to seek all rights and remedies it may have at law or in equity. Contractor shall not be relieved from its obligations under Section 10 of this Agreement upon any such termination by HOTEL.

**2. HOTEL.** Subject to Section 3(c), in the event HOTEL shall fail to pay or perform in a timely manner any of its obligations under this Agreement after thirty (30) days from the date of HOTEL's receipt of written notice from Contractor, such failure shall constitute an event

of default under this Agreement, and Contractor shall have the right to terminate this Agreement on thirty (30) days written notice, and to seek payment at the specified rate or rates in accordance with the Rate Schedule for satisfactory services performed up to the effective date of termination. Such payment shall be HOTEL's sole obligation and Contractor's sole remedy in the event of termination by HOTEL. In no event shall HOTEL be liable for incidental or consequential damages or lost profits.

**13. Force Majeure.** Any delay or failure of either party to perform its obligations hereunder shall be excused, if, and to the extent that such failure or delay is caused by an event or occurrence beyond the control of the party and without its fault or negligence and if such failure or delay could not have been prevented or overcome by the exercise of due diligence by the party concerned, including but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, explosions, riots, wars or sabotage; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within five (5) days. Upon Contractor's failure for any reason to perform under this Agreement, HOTEL shall have the right, in its sole discretion, to perform all services itself with its own employees or other persons or to purchase the services being provided by Contractor under this Agreement from alternative sources and reduce the Contractor's services to be performed or provided by Contractor hereunder. In the event HOTEL exercises its rights as set forth in the immediately preceding sentence, HOTEL shall have no liability to Contractor in connection with such action and HOTEL shall receive a credit in the amount of the costs incurred by HOTEL against any fees, expenses or other sums owed to Contractor. HOTEL shall not be liable to Contractor for any amount for any period of time Contractor is unable to provide services under this Agreement.

**14. Trademarks.** All trade names, trademarks, service marks, and the like owned by HOTEL or their affiliates shall remain the property of HOTEL or the affiliate notwithstanding their consent to Contractor's use of any such trade names, trademarks, service marks and the like solely in connection with the services to be provided under this Agreement. All such uses shall be subject to HOTEL's prior written approval.

**15. Advertising.** Without HOTEL's prior written consent, Contractor shall not use or permit use of the words "HOTEL" or any similar word or trademark of HOTEL or its related companies in the description or marketing of service or goods by Contractor, its affiliates or their respective directors, officers, shareholders, employees or agents, nor shall Contractor advertise or publish that Contractor has contracted to furnish service, goods or materials pursuant to this Agreement.

**16. Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous verbal or written agreements. Any modification of this Agreement must be in writing and signed by a duly authorized representative of each party. There are no other understandings, obligations, representations or warranties relating to the subject matter of this Agreement, except as herein expressed. This Agreement shall supersede, and shall not be modified or amended in any way by the printed terms of any invoice, order or other document which may be issued by either party covering work or services rendered.

**17. Assignment.** Contractor shall not assign its rights or obligations hereunder or any interest herein or subcontract any of the work to be performed and services to be provided hereunder without the prior written consent of HOTEL.

**18. Binding Effect.** This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.

**19. Competitive Pricing.** If HOTEL receives a nationally or regionally based offer from another Contractor to supply HOTEL with like Services at prices that are lower than the prices covered by this Agreement, HOTEL will notify Contractor and give Contractor an opportunity to meet this competitive offer within two (2) weeks of HOTEL's notice. If Contractor declines to meet the competitive offer, HOTEL reserves the right to terminate the Agreement upon thirty (30) day written notice and without penalty or recourse to Contractor.

**20. Notices.** All notices required under this Agreement shall be in writing and if to HOTEL shall be sufficient in all respect if delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

and if to Contractor shall be sufficient in all respects if delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail to:

Temporary Service Provider  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**21. Waiver.** The failure of any party to insist upon strict performance of any of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by the party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement. All remedies reserved to HOTEL shall be cumulative and in addition to any other or future remedies provided by law or equity.

**22. Severability.** If any provision of this Agreement, or the application of any such provision to any person or in any circumstance is held invalid, the application of such provision to any other person or in any other circumstance, and the remainder of this Agreement, shall not be affected thereby and shall remain in full effect.

**IN WITNESS WHEREOF**, this agreement has been executed as of the date first above written.

**HOTEL**

By: \_\_\_\_\_

Its: \_\_\_\_\_

("HOTEL")

**Temporary Service Provider**

By: \_\_\_\_\_

Its: \_\_\_\_\_

("Contractor")