

TEMPORARY STAFFING SERVICE AGREEMENT

1. STAFFING PARTNERS will provide to Client the services of STAFFING PARTNERS employees on a temporary basis ("Employees") as requested by Client.
2. STAFFING PARTNERS will designate and provide at no charge to Client one of STAFFING PARTNERS' staff to serve as the liaison between STAFFING PARTNERS and Client in overseeing the implementation of this Agreement.
3. STAFFING PARTNERS will recruit, interview, screen, and provide general testing and orientation to Employees to be assigned to Client's facility prior to their assignment at Client's facility. Client is responsible for site and job specific orientation and safety training.
4. STAFFING PARTNERS agrees to assume full responsibility for paying the Employees, withholding and transmitting payroll taxes, making unemployment contributions, and responding to claims for unemployment and workers' compensation proceedings involving Employees. Employees will not be treated as employees of Client for STAFFING PARTNERS purposes of holidays, vacations, disability, insurance, pensions or other employee benefits offered or provided by Client.
5. STAFFING PARTNERS will maintain insurance coverage that includes general liability, hired and non-owned auto liability, fidelity bond, state and federal unemployment, and workers' compensation insurance. However, Client agrees that all Employees are under the management and control of client alone and, therefore, assumes responsibility for any damages caused by Employees while under the direction of Client. Upon request, we will provide certificates of insurance detailing this coverage.
6. STAFFING PARTNERS will invoice Client weekly for services provided in accordance with the Agreement. Payment will be due upon receipt of the invoice. Any terms beyond 30 days will be at 0.833% interest per month until paid. Bill Rates will be disclosed and agreed upon separate addendum to this agreement. The Addendum will be a confirmation of a verbal agreement of the Bill Rate and will be forwarded to client on first use and only when the rate or type employee changes.
7. Client acknowledges and agrees that in the event a non-exempt Employee works more than forty (40) hours in any work week for Client, that Employee is entitled to compensation at the hourly rate of time and one half for such overtime hours. Client agrees to pay the overtime rate multiplied by the agreed mark-up as per Addendum A.
8. Client will not permit or cause the Employee to perform any work activities other than those specifically set forth in STAFFING PARTNERS' Order Form.
9. Regardless of the work activities set forth in STAFFING PARTNERS' Order Form, Client will not permit or cause the Employee to operate any motor vehicle or machinery without first executing a Vehicle or Machinery Operator Release Agreement.
10. Client will not permit or cause the Employee to handle cash, negotiables, or other valuables of any kind other than those specifically set forth in STAFFING PARTNERS' Order Form. Regardless of the work activities set forth in STAFFING PARTNERS' Order Form, Client will not permit or cause the Employee to handle cash, negotiables, or other valuables without first executing a Money, Valuables and Securities Release Agreement. STAFFING PARTNERS will process claims arising from dishonesty or misconduct of the Employee only if Client reports such claims directly to STAFFING PARTNERS within five (5) days after discovery of the occurrence. Client will cooperate fully in any investigation and prosecution relating to such claims.
11. Client agrees to notify STAFFING PARTNERS immediately whenever any Employee performs any work under a Government Contract, and agrees to pay to STAFFING PARTNERS a price differential to reflect the higher wages that may be due any such employee by reason of any Government Contract law or the contract specifications.
12. Client will comply with OSHA, EEO, EPA, ADA, Department of Labor, Wage and Hour laws and all other applicable laws and regulations and agrees to indemnify STAFFING PARTNERS and to hold STAFFING PARTNERS harmless for all liability incurred by STAFFING PARTNERS as a result of a STAFFING PARTNERS Employee's claim based upon activity of Client or Client's employee(s).
13. In the event of injury (regardless of severity), Client will notify STAFFING PARTNERS immediately. It is STAFFING PARTNERS' policy to make arrangements for the injured Employee to receive treatment and to conduct

an accident investigation. Accident procedures will be made available for the Client to post at each worksite. Injured Employees maybe drug screened if allowed under State statutes.

14. STAFFING PARTNERS guarantees Client satisfaction with the employee services by extending to Client a 4-Hour guarantee period. If Client does not notify STAFFING PARTNERS of dissatisfaction before the end of the first 4-hour period and permit STAFFING PARTNERS to replace the Employee assigned, Client agrees that the employee assigned is satisfactory. Client acknowledges that STAFFING PARTNERS maintains a four (4) hour minimum. If Client utilizes our services for less than 4 hours, Clients will be billed for 4 hours.
15. Client acknowledges that all personnel sent by STAFFING PARTNERS are employees of STAFFING PARTNERS and Client agrees not to hire or cause to be hired said person as an employee of or an independent consultant to Client or a related company. A breach of this provision, without STAFFING PARTNERS' approval, will entitle STAFFING PARTNERS to receive a conversion fee at the rate of one percent (1%) per thousand dollars of the employee's annualized compensation up to a maximum of 35% of the annualized compensation. The minimum conversion fee is \$1,000. If Client transfers the services of the Employee to another personnel service agency, Client will pay STAFFING PARTNERS liquidated damages identical to the conversion fee noted in this paragraph.
16. STAFFING PARTNERS pays its Employees on Friday for the period ending the previous Saturday. STAFFING PARTNERS' pay period starts on Sunday and ends on Saturday.
17. In addition to the bill rates specified in Addendum A Client agrees to pay Staffing Partners the amount of all new or increased labor costs associated with Client's Assigned Employees that Staffing Partners is legally required to pay such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until all parties agree on new bill rates.
18. The terms of this Agreement will commence as of the date shown below and will continue for one year with an automatic renewal unless a new Agreement has been agreed upon in writing. Agreements will be reviewed by Staffing Partners on an annual basis. This Agreement will apply to any Employees assigned to any Client location. No oral statement will modify or affect the foregoing terms and conditions.
19. This agreement shall be interpreted and governed by the laws of the State of Ohio, and any cause of action shall be brought only under the jurisdiction of the courts of Richland County, Ohio.

ACKNOWLEDGMENT:

I am the authorized representative of the Client and understand and agree to the terms set forth above. If not signed personally, then our verbal agreement to the above terms will be binding on both parties.

STAFFING PARTNERS
355 PARK AVE W
MANSFIELD, OH
44906

Representative

Date

Client Name _____

Client Address _____

City, State, Zip _____

Client Authorized Signature _____

Client Fax # and
Attention To: _____

Date _____