



**Active Temporary Services, Inc.
Terms & Conditions Agreement**

This Active Temporary Services (“ATS”) employee is compensated on a weekly basis. Therefore, the client will be billed weekly. Payment will be due within ten (10) days from the date of the invoice. It is agreed that the client will pay interest at the rate of 1½% per month on any charges remaining unpaid after 10 days from the date of the invoice. The client will be billed for the hours shown on the front side of the time card at the agreed-upon rate. Overtime hours will be billed at one and one-half times the straight-time billing rate. In the event that the client fails to pay the charges of ATS (whether for temporary services or employee conversion charges) when due, the client agrees to pay all collection and/or litigation costs plus reasonable attorney's fees incurred by ATS in enforcing the terms and conditions of this document.

The client expressly understands and agrees that, during the temporary period this assigned ATS employee is performing services for the client, the services and conduct of the ATS employee shall be wholly subject to the control and direction of the client, and, therefore, said ATS employee shall become the borrowed servant of the client for said temporary period. During said temporary period, the client shall direct and supervise the ATS employee with diligence and care.

The client agrees not to authorize or permit any ATS employee to operate any motor vehicles or other automotive or truck equipment or any other machinery, or to be exposed to any hazardous substances or apparatus, without: (a) the express written approval from ATS in advance; and (b) the execution of such release forms as may reasonably be required by ATS. The client agrees to accept full liability and responsibility for any bodily injury, physical loss, property damage or other consequence, including, but not limited to, fire, theft or collision, occurring during or caused either in whole or in part by the operation of any aforementioned vehicles, equipment or machinery, or any mechanized apparatus, by any ATS employee, or the exposure of any ATS employee to any hazardous substances or apparatus. The client further agrees to indemnify and hold ATS harmless from any and all damages, claims, suits, demands or other causes of action which may arise or be asserted against ATS by reason of said employee operating any of the aforementioned vehicles or equipment or while operating any machinery.

The client agrees not to advance or entrust any ATS employee with cash, negotiable instrument, security, jewelry or other valuable property (“Valuable Property”) without prior specific written permission from ATS. In the absence of such prior permission, the client accepts full liability and responsibility for any loss or liability, or other consequence occurring during or caused either in whole or in part by the handling of such Valuable Property by any ATS employee.

It is further understood that ATS will not be responsible for any claims covered by its Fidelity Bond unless such claims are reported in writing to ATS within ten (10) working days of the discovery of the alleged wrongful act.

The client hereby represents and warrants that it is and shall remain in compliance with all statutes, laws, ordinances and governmental rules and regulations applicable to employees (including the ATS employee engaged hereunder). The client further agrees to indemnify and hold ATS harmless from any and all damages, claims, suits, demands, or other causes of action which may arise or be asserted against ATS by reason of the client’s failure to comply with the same.

The client understands that the temporary help provided by ATS is the result of substantial expense on the part of ATS in terms of time and money spent for the advertising for, screening, evaluating, recruiting and testing and training of its personnel. Therefore, in consideration for this service, the client agrees that if any employee named herein is employed or engaged by them, their associates or affiliates in any capacity (including, but not limited to, as a salaried employee, hourly employee or independent contractor) during a temporary assignment or within six (6) months after the temporary assignment ends, the client hereby agrees to pay ATS an employee transfer cost equivalent to 25% of the employee's first twelve month’s compensation.

Active Temporary Services, Inc

Date

Client Signature

Company

Date