

Service Agreement

Sales Consultant:		Branch/Division:		
CUSTOMER / WORKSITE INFO				
Customer :				
Address:				
City:	State:	Zip:	Phone:	Fax:
Contact & Title:			Email:	
BILLING INFO				
Billing Name:				
Address:				
City:	State:	Zip:	Phone:	Fax:
Billing Attention:			Email:	
PROPOSED TERMS				
Proposed Mark-Up:	Regular Time _____	OT _____	Net Terms Agreed Upon: [] Standard [] Other _____	
Direct Hire Terms:			Holiday & Vacation Pay:	
Additional Info:				

CONDITIONS OF ASSIGNMENT

Alternative Staffing, Inc. and/or H-Tech, Inc. herein after referred to as **The Employer**. The Employer's employee(s) listed on any and all Time Sheet are assigned to **The Client** under the following Conditions of Assignment and will be invoiced according to the signed and/or verbal agreement.

- The personnel assigned are employee(s) of **The Employer** and shall not be deemed to be **The Client's** employee(s). **The Employer** warrants that its employee(s) are adequately covered by workers' compensation insurance and that it assumes the 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.
- The Employer** and/or **The Employer's** employee(s) will present a time sheet to **The Client** or your representative for verification and signature at the end of each week. Your signature thereon indicates your agreement with all the **Conditions of Assignment**. **The Employer's** compensation to our assigned employee(s) is on a weekly basis, and **The Client** will be billed weekly for the total hours worked. **Because The Employer's invoices reflect payroll we have already paid, our invoices are due upon receipt unless otherwise agreed upon.** **The Employer** bases the regular pay rate and bill rates on a forty (40) hour workweek. For hours worked in excess of forty (40) hours, **The Employer** will follow a standard 1.5% mark-up for the overtime pay and bill rates **unless otherwise agreed upon.** **The Employer's** workweek starts on Monday and ends on Sunday.
- After **The Client** evaluates the performance and potential of **The Employer's** employee(s) on the job, **The Client** may wish to employ any and/or all of the employee(s) directly. **The Employer's** employee(s) represents our inventory of skilled professionals and in the event **The Client** wishes them converted to their employ, **The Client agrees to abide by the following policy unless otherwise agreed upon.** **The Employer's** standard conversion policy is as follows: **The Client** can hire any and/or all of **The Employer's** employee(s) with NO fee upon the completion of 1000 regular hours worked by the employee(s). If **The Client** wishes to hire any and/or all of **The Employer's** employee(s) before the completed 1000 regular hours or work, **The Client** agrees to pay a conversion fee based on the 1000 regular hours work policy. The Employer will pro rate the remaining time and bill for just its administrative fee.
- The conversion fee is payable if **The Client** hires **The Employer's** employee(s) assigned to them, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis with in six months after the last day of **The Client's** assignment. **The Client** also agree to pay a conversion fee if **The Employer's** employee(s) assigned to **The Client** are hired by a subsidiary of affiliate or other business as a result of your referral of **The Employer's** employee(s) to that company.
- After interviewing **The Employer's** employee(s), **The Client** may wish to hire them direct and not through a temporary to direct hire arrangement. For these situations **The Employer** charges a Direct Placement fee based on the first years-annual salary. Upon the start of the employee(s), **The Client** will be billed the agreed Direct Placement fee with the terms due upon receipt. If for any reason the employee(s) do not make the 30 day bench mark, **The Employer** will pro-rate the Direct Placement fee based on the employee(s)hours worked. Proper documentation will be required.
- Supervision of **The Employer's** employee(s) work on your premises (or wherever you assign the employee(s)) is your responsibility.
- It is understood that **The Client** will maintain **The Employer's** employee(s) in the capacity initially agreed upon with regards to the operation of specific equipment, machinery and appointed duties outlined on form #1205 Assignment / Job Order Outline. If **The Client** desires to change the work assignment of **The Employer's** employee(s), **The Client** agrees to first obtain written consent from **The Employer** of the new assignment. Rates may change due to worker's compensation classification and pay rate. The insurance furnished by **The Employer** does not cover physical loss, damage or liability caused by the operation of **The Client's** automotive equipment. It is agreed **The Client** accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of and accident while a **The Employer** employee is driving **The Client's** vehicle, whether owned or rented.
- The Employer's** employee(s) may not handle cash, negotiable or other valuables without written consent of **The Employer** and then only under your direct supervision. **The Employer's** employee(s) may not, under any circumstances, transport or convey moneys, securities or any negotiable instruments (including, but not limited to delivering bank deposits to the bank other institution.
- It is understood that **The Employer's** employee(s) are under **The Client's** direct or indirect supervision and **The Client** is responsible for managing their day to day activities while under **The Client's** direction. Since such employee(s) are under **The Client** supervision we, **The Employer** will be held harmless for any damage, loss or negative recourse to property, person or equipment that is derived from inadequate or negligent training or supervision. NOTE: **THE CLIENT MUST PROVIDE A CERTIFICATE OF INSURANCE TO THE EMPLOYER FOR THEIR PROFESSIONAL LIABILITY INSURANCE WITH IN 15 DAYS OF THE SIGNING OF THE AGREEMENT.**
- The terms of this agreement have no set time requirements. They are based on **The Client's** needs and can be terminated upon **The Client's** request or upon the completion of the project. Your signature of this agreement and/or time sheet indicates that you agree and understand the above terms. Each invoice will evidence a separate and distinct contract unless otherwise prohibited by the law of the state where this placement occurred. All invoices shall be paid in full within thirty (30) days of the date of invoice. In the event that any balance becomes delinquent, **The Client** agrees to pay a service charge of 1½% per month (18% per annum) on said delinquent balance. **The Client** also agrees to pay all legal costs, including attorney fees, and other costs of collection incurred by **The Employer** in collecting any amount due pursuant hereto.

NOTE: FORM #1205 ASSIGNMENT / JOB ORDER OUTLINE MUST BE COMPLETED AND ATTACHED TO THIS AGREEMENT.

Alternative Staffing, Inc. and/or H-Tech, Inc.		The Client	
Signature & Date:		Signature & Date:	
Name & Title:		Name & Title:	

Corporate Office – 902 Steen Road, Bridgeville, PA 15017

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