

CLIENT AGREEMENT

For and in consideration of the terms and conditions of this Agreement for Staffing Services ("Agreement"), and other good and valuable consideration, American Staffing, Inc. ("ASI") and the below designated Client hereby agrees as follows with respect to staffing services provided to Client by ASI.

1. Employees. The workers assigned to Client by ASI ("assigned workers") are ASI's employees. With respect to these assigned workers, ASI is responsible for (1) hiring, (2) paying wages and any other compensation, (3) payroll taxes, (4) providing workers' compensation insurance, (5) paying unemployment insurance taxes, and (6) all other employer responsibilities.

2. Time Cards. ASI will provide time cards to the assigned workers. At the end of the assignment or the end of the week, whichever occurs first, the assigned workers will present their time cards to Client. Client will verify the hours worked, correct any errors and sign the time card, and keep the yellow copy of the time card for its records. The assigned workers will then give the time cards to ASI. ASI's workweek runs from Monday through Sunday. Client will notify ASI of the persons authorized to sign the time cards on its behalf.

3. Employee Safety, Welfare and Drug/Alcohol Testing. The assigned workers are very important to ASI. Client agrees (1) not to jeopardize the safety and welfare of the assigned workers; (2) to look out for the assigned workers as if they were Client's employees; (3) to include the assigned workers in all safety programs and protocols that would be provided, or applicable to its own employees if Client's employees were doing the work; (4) to immediately notify ASI if an assigned worker sustains a work related injury, or is otherwise involved in a work-related accident; (5) to complete appropriate accident/injury reports, including workers' compensation forms and reports, whenever an assigned worker sustains a work-related injury; (6) to have said accident/injury reports signed by all appropriate parties; (7) to provide said accident/injury reports to ASI within twenty-four hours of occurrence; and (8) to arrange for any assigned worker involved in a work-related accident, or sustaining a work-related injury, to be tested for drugs and alcohol within three hours of said accident or injury. Client understands, acknowledges, and agrees that assigned workers sustaining a work-related injury must be treated by the physician designated by ASI. ASI will notify Client when an injured assigned worker is released to return to work. ASI and Client agree that ASI will remain in contact with Client to monitor the progress and performance of assigned workers, and to monitor and/or examine working conditions.

4. ~~Client Deposit.~~

- ~~Credit Accepted~~ _____
- ~~Open Account~~
- ~~Credit Rejected~~
- ~~Deposit Required~~ _____

~~This agreement will not take effect until Client has paid ASI a deposit of \$ _____ and ASI has received a credit report to its satisfaction on Client. From the deposit, Client authorizes ASI to pay expenses for a credit report on Client, and ASI's administrative fee of \$ _____ each time Client terminates and restarts an assignment of workers under this Agreement. Upon termination of this Agreement, ASI will either refund any remaining deposit or credit it against charges owed by Client.~~

5. Limitations on Client's Use of Assigned Workers. ~~Unless authorization is first obtained in writing from ASI, Client will not entrust assigned workers with unattended premises, cash, negotiable instruments or other valuables, nor authorize such workers to operate machinery or motor vehicles. The job description defined by City of Meridian is authorized work to be performed.~~

6. Fidelity Bond. ASI will provide a fidelity bond with respect to each assigned worker. Client understands, acknowledges, and agrees that ASI will have no responsibility to Client for the acts or omissions of any assigned worker that are within the scope and coverage of the fidelity bond, unless Client makes a written claim to the surety within 30 days of the occurrence prompting the claim. Further, Client must prove misconduct through a civil or criminal conviction of assigned worker. ASI will accept no liability for any costs associated with prosecution.

7. Hiring of Assigned Workers and Liquidated Damages. Client agrees that before it hires an assigned worker, the assigned worker must remain on ASI's payroll for at least 8 weeks and a minimum of 320 hours of work. Following such period of hours worked, Client may negotiate with ASI for the assigned worker's hiring by Client. Following the completion of an assignment, Client agrees that it will not contact, offer employment to, or hire an assigned worker for a period of six (6) months. Any modifications or alterations to this section require approval in writing by a corporate ASI employee. Client agrees that its violation of the provisions of this paragraph of this Agreement will constitute a material breach of contract resulting in damages to ASI that are difficult or impossible to determine. Client further agrees that for any such violation it will be liable to ASI for liquidated damages that bear a reasonable relation to ASI's actual damages, and are not arbitrary, exorbitant, or unconscionable.

8. Emergencies. If an emergency occurs after business hours, Client will notify ASI through the following emergency and or pager telephone number(s), leaving the name of the caller, a telephone number where the caller can be reached, the Client's name and a brief message if the caller is unable to speak directly with an ASI staff member.

Fruitland:	(208) 452-5575	Idaho Falls:	(208) 529-3349
Elko:	(775) 738-1595	Burley:	(208) 678-9445
West Valley:	(208) 887-2008	Pocatello:	(208) 242-3959
Twin Falls:	(208) 734-6452		
Corporate:	(208) 887-2008		

9. Client Representations. Client makes the following representations which it agrees are material to this agreement.

Client Identification:

Client's full legal name: City of Meridian

Client's d/b/a: N/A

Client's tax identification/social security number: 82-6000225

Client's physical address: 33 E Broadway Ave. Meridian, ID 83642

Client's mailing address: same as above

Client is a:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Corporation
- Limited Liability Partnership

10. Charges. It is agreed that ASI has the right to change the Bill Rate and Pay Rate at any time, provided it gives Client at least one week's written notice of any such change and its effective date. Client will be deemed to have agreed to said change unless it notifies ASI in writing of its non-agreement before said change is to take effect.

11. Billings and Payment. ASI will send Client a statement of charges weekly. ~~Client agrees that (1) payment is due upon receipt; (2) that Client balances over 30 days will be subject to interest charges of 1.5% per month;~~ (3) that whenever payment is past due, this agreement and ASI's assignment of workers to Client will be suspended until all charges have been paid in full and ASI agrees to reactivation of this agreement. Being suspended can include and is not limited to pulling of assigned workers at Client's location. Assigned workers can and will be pulled from Client's location once Client's oldest unpaid invoice reaches 60 (sixty) days past due; and ~~(4) Client checks dishonored for any reason, including but not limited to checks dishonored for insufficient funds or because of a stop payment order, will be subject to an additional charge by ASI to Client of \$25.00 per check.~~

12. Client's Assignment of Accounts Receivable. This Agreement
 is
 is not
conditioned upon Client's execution of the attached Assignment of Accounts Receivable which, if executed, is incorporated herein by this reference.

13. Agreement in Aid of Construction Staffing Services. This Agreement
 is
 is not
conditioned upon execution of the attached Agreement in Aid of Construction Staffing Services which, if executed, is incorporated herein by this reference.

14. Legal Compliance. Client agrees that it is responsible for compliance with all Federal, State, and local laws, ordinances and regulations relating to the work performed by ASI's assigned workers, except as otherwise specifically enumerated herein. Client specifically agrees to take all action required for compliance with the enabling legislation and regulations of the United States Department of Transportation, the Occupational Safety and Health Administration, the Mine Safety and Health Administration, the Equal Employment Opportunity Commission and applicable state fair employment practices agencies.

15. **Insurance.** Client agrees to provide all general liability, ~~errors and omissions~~, and auto liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, said insurance to fully cover those activities of workers assigned to Client by ASI which are within the course and scope of the work performed for Client by said assigned workers. Client agrees to provide ASI copies of all its insurance policies serving so to cover the activities of ASI's assigned workers and to keep such policies of insurance, or replacement insurance policies, in full force and effect at all times this Agreement is in effect. Client agrees to immediately notify ASI should any such policy or policies of insurance lapse for any reason.

16. **Indemnification.** Client agrees, ~~to the extent allowed by Law,~~ -to defend and indemnify ASI against, and hold ASI harmless from, all claims, actions, causes of action, demands, damages, costs, loss of service and expense whatsoever, whether legal or equitable in nature, and whether meritorious or not meritorious, arising from the actual or alleged acts or omissions of ASI in entering into, administering and terminating this Agreement, or arising from the actual or alleged acts or omissions of the workers ASI assigns to Client which are within the course and scope of the work performed for Client by said assigned workers. This obligation to defend, indemnify and hold ASI harmless includes, but is not limited to, any actual or alleged harm, injury or other damage claimed to be caused by workers assigned to Client by ASI to (1) vehicles and equipment belonging to or leased by Client and others, (2) personal property belonging to or leased by Client or others, (3) employees of Client and others, and (4) real property and fixtures belonging to or leased by Client and others. This obligation to defend, hold harmless, and indemnify and hold ASI harmless also includes, but is not limited to, any claims, actions, causes of actions, demands, damages, costs, loss of service and expense whatsoever brought by any person, entity or governmental agency for alleged violation of the enabling legislation or regulations of the United States Department of Transportation; for alleged violation under the Occupational Safety and Health Act, Mine Safety and Health Act or any corresponding state or local law; and alleged violation of Title VII of the Civil Rights Act of 1964, as amended, or any corresponding state or local law.

17. **Notices.** Any notice permitted or required by this Agreement shall be effective when delivered and shall be delivered as follows:

To ASI

American Staffing, Inc.

440 Pennwood, Ste 160

Meridian, ID 83680-0130

To Client

18. **Termination of Agreement.** ASI may terminate its obligation to assign Client Workers and Client may terminate its obligation to utilize workers assigned by ASI at any time upon written notice by the terminating party to the other party. The obligations of the ASI and Client pursuant to Sections 3, 7, 11, 12, 14, 15, 16, 19, and 20 of this Agreement shall survive any such termination.

19. **Costs to Enforce Agreement.** In any action to enforce the terms of this Agreement, including proceedings on appeal, the prevailing party shall be entitled to recover its costs and reasonable attorney fees. In the event of Client's failure to pay charges due to ASI, ASI shall be entitled to recover all costs of collection before, during, and after suit, including reasonable attorney fees.

20. Governing Law and Venue. This agreement will be governed by Idaho law. Any action to enforce this Agreement shall be brought and maintained in the Fourth Judicial District of the State of Idaho, in and for the County of Ada, or in the United States District Court for the District of Idaho in Boise, Idaho. Client expressly consents to the jurisdiction of said courts.

21. Entire Agreement. Client and ASI acknowledge, declare, represent and agree that this agreement supersedes, succeeds, and extinguishes any and all prior negotiations, understandings, promises, inducements or agreements, no matter their form, concerning the subject matter of this Agreement; that this Agreement is the entire agreement between them concerning its subject matter; and that the terms of this agreement are contractual and not mere recitals.

22. Numbered Section Headings. The numbered section headings in this Agreement are included for convenience and ease of reference only, and shall not be a part of this Agreement for the purpose of construing or interpreting this Agreement, or for any other purpose.

23. Signing of Agreement. ASI and Client shall each sign this Agreement and ASI shall retain the original with a copy being provided to Client.

24. THE UNDERSIGNED ACKNOWLEDGE CAREFUL READING AND FULL UNDERSTANDING OF THIS AGREEMENT AND ALL OF ITS TERMS PRIOR TO SIGNING AND DELIVERING THE SAME.

CLIENT

DATE: _____

By Keith Watts

Its Procurement Manager

AMERICAN STAFFING, INC.

DATE: _____

By _____

Its _____