

CLIENT TERMS AND CONDITIONS

1. Client agrees that the job applicants referred by M&M Staffing LLC for client's consideration are not available for direct hire by the client unless a conversion charge is paid. Client shall have the right to offer M&M Staffing LLC temporary employee permanent employment after the employee has been on the client assignment as a M&M Staffing LLC employee a minimum of 480 hours. If the employee should begin work as an employee of client prior to the completion of 480 hours on M&M Staffing LLC's payroll, client shall pay M&M Staffing LLC the difference between 480 hours and the total number of hours employee worked as a M&M Staffing LLC employee on client assignment times the last hourly rate charged by M&M Staffing LLC to client for employee's services. A transfer fee of \$50 will be charged to client if an employee transfers after 480 hours.
2. Invoices for charges covered by the Record of Time worked will be paid to M&M Staffing LLC by client upon receipt of invoice. In the event client account becomes over 45 days delinquent, we shall have the right to turn the account over to a collection agency or an attorney and add in collection costs and attorney fees equal to 20% of the outstanding balance.
- 2a. Client agrees to pay M&M Staffing LLC a four (4) hour minimum charge for all temporary employees that are ordered and report for work and are sent home for any reason.
3. Client certifies that the person signing on reverse of this document is authorized to sign on behalf of the client.
4. Client agrees to waive any dissatisfaction with performance of any employee as a defense to payment of any invoice from M&M Staffing LLC unless said dissatisfaction has been communicated in writing or by fax within twenty-four (24) hours of initial placement. The subsequent invoice will be payable and the employee's performance satisfactory if the above conditions are not met.
5. Client warrants that the job description given during the initial order is true and correct, and further agrees that if the M&M Staffing LLC employee is injured outside the scope of the description, client shall indemnify and hold M&M Staffing LLC harmless from and against any and all claims, suits and/or damages.
6. Unless client has obtained the prior written consent of M&M Staffing LLC, client agrees not to ask or allow a M&M Staffing LLC employee to perform any of the following job related activities: driving an automobile, operating unapproved machinery other than office equipment, or handling cash, securities or other valuables. If this written consent is not obtained, client agrees to waive all rights to make a claim against M&M Staffing LLC and to relieve M&M Staffing LLC from all liability and responsibility for any loss or expense which client incurs as a result of this staffing service employee engaging such activities, and client further agrees to indemnify and hold harmless M&M Staffing LLC from and against all claims, damages, bodily injuries, losses and expenses which might result of the staffing service employee engaging in any of these activities. Client will obtain written consent from M&M Staffing LLC for each occurrence. It is agreed that insurance furnished by M&M Staffing LLC does not cover physical loss or damage caused by the operation of client's machinery or automotive equipment by a M&M Staffing LLC employee. It is further agreed that client shall accept full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage while a M&M Staffing LLC employee is operating client's machinery or equipment whether that machinery or equipment is rented or owned. Client warrants that client complies with all OSHA requirements and regulations. Furthermore, client agrees not to expose any M&M Staffing LLC employees to unnecessary hazard or extra hazard, and not violate any OSHA or safety law, rule or regulation whether federal, state or local. Client may be held liable as a result of their breach of this agreement.
- 6a. Client agrees to post and maintain OSHA 200 logs of all M&M Staffing LLC temporary employees.
7. M&M Staffing LLC assumes no responsibility if its employees handle cash, securities or other valuables without prior written consent for each instance; and acknowledges that M&M Staffing LLC insurance does not cover loss or damage there from; and Client holds M&M Staffing LLC harmless from claims including defense thereof.
8. Claims to be made under M&M Staffing LLC's liability or bond insurance coverage must be presented to M&M Staffing LLC in writing within thirty (30) days after occurrence or the claim will be null and void.
9. Client agrees to hold M&M Staffing LLC and any of its officers, employees or agents harmless from any and all claims and damages arising out of the client's noncompliance with federal and state laws forbidding employment discrimination, regarding worker's safety and governing worker immigration.
10. Client agrees to indemnify and hold harmless M&M Staffing LLC and any of its officers, employees or agents from any claim (including worker's compensation claims), demand or judgment arising out of any acts of omissions of client or its officers, employees or agents.
11. In the event an incident or accident occurs at the job site due to alleged unsafe work conditions, Client agrees to indemnify and hold M&M Staffing LLC and any of its officers, employees or agents harmless from any and all claims, suits or demands resulting from said alleged unsafe work conditions.
12. Client agrees to discuss all matters concerning M&M Staffing LLC employees with a M&M Staffing LLC representative.
13. Client agrees that all worker hours reported in any manner such as fax, email or other methods and the billings based on them shall be conclusively deemed correct and accurate unless client objects in writing within thirty (30) days of the date of billing.
14. M&M Staffing LLC is the direct employer of all its temporary employees and has recruited, screened, and interviewed each employee. Each employee is supplied to client on a temporary basis. Except for the conversion rights and charges provided for in item one (1) of these terms and conditions, if client or an affiliate employs an employee originally supplied by M&M Staffing LLC on client's payroll or as a consultant or utilizes this employee's services through another temporary or out-sourcing service within three (3) months after termination of this employee's temporary assignment from M&M Staffing LLC, client agrees to pay M&M Staffing LLC \$1,000.00 as compensation for M&M Staffing LLC's efforts in recruiting, screening, and supplying the employee.