

CLIENT AGREEMENT

Key Staff Source (hereinafter called "Key"), agrees to provide the Customer with a temporary employee or employees (hereinafter employee). Customer, in consideration for Key furnishing the temporary employee, agrees to the following:

(1) Customer certifies and warrants that the hours on the reverse side of this card are correct and the employee performed all duties in a satisfactory manner.

(2) Customer agrees not to employ or cause others to employ the temporary employee(s) named herein except through Key's office. If customer should desire to hire a Key employee, the employee must first work a total of 480 hours. If the employee has worked less than 480 hours, Customer agrees to pay an early release buyout fee. The early release buyout fee is non-refundable.

(3) If the Customer places an order for a temporary employee and the employee arrives at the work site but is not used by the Customer then the Customer will be billed a minimum of four (4) hours.

(4) The Customer agrees that it will not authorize or direct or cause any Key temporary employee to operate machinery, motor vehicle or any other kind or type of mechanical or electrical equipment whatsoever (hereinafter "equipment"), not specified in the original work order, without prior written consent of Key. In all circumstances, the Customer assumes responsibility and liability for physical loss or bodily injury and any and all other damage of any type or kind that may be caused by the operation of any equipment by a Key employee. The Customer further agrees to indemnify, defend and hold harmless Key from any and all claims, actions, causes of action, legal proceedings and expense or costs, including attorney's fees incurred which might be instituted or asserted against Key as a result of any claim or cause of action arising as a result of or in any way connected with the operation of such equipment by a Key employee.

(5) The Customer agrees that it shall not entrust any Key temporary employee with cash, negotiable instruments or other valuables, without prior written consent from Key. In the event the Customer does entrust a Key temporary employee with cash, negotiable instruments or other valuables, without Key's prior written consent, then the Customer agrees that it shall bear sole responsibility and liability for any loss and/or damage that might occur.

(6) Customer agrees to indemnify, defend and hold Key harmless from any and all claims, actions, causes of action, legal proceedings and expense or costs, including attorney's fees incurred, which might hereafter be instituted or asserted against Key as a result of any claim or cause of action arising out of or in any way connected with the Occupational Safety and Health Act as it relates to the premises owned, rented or controlled by the Customer, or to which the temporary employee is assigned or directed, and as to any and all laws, regulations, and/or orders relating to equal employment opportunity.

(7) The Customer agrees that it will pay any and all other costs or expense of collection incurred to collect charges remaining unpaid thirty (30) days after invoice date, including reasonable attorney's fees.