



"Your Resource for Temporary Labor"

## ALP Service Agreement

Client Name: _____		Website Address: _____		Email Address: _____	
Billing Address: _____			Street Address: _____		
City _____ St _____ Zip _____		City _____ St _____ Zip _____			
Phone # _____ Fax # _____		Phone # _____ Fax # _____			
How Long _____ Previous Address (if less than 3 years) _____					
Business or Contractors License # _____			Valid since _____ Years in Business _____		
Type of Business: Corporation _____ Partnership _____ Sole Ownership _____					
Federal ID # _____		State ID # _____		Soc. Sec. # _____	
Accounts Payable Contact Name: _____			Phone # _____		Fax # _____

Client provides the following information for the purpose of obtaining credit, and authorizes ALP to verify the information, including researching Client's credit worthiness. Client authorizes ALP, and its agents, to investigate the references listed pertaining to Client's credit and financial responsibility.

<b>Trade References</b> (Vendors or suppliers with whom you have an account)					
<b>Company Name:</b> _____		Address _____		City _____ St. _____ Zip _____	
Account # _____		Contact Name: _____		Phone #: _____ Fax # _____	
<b>Company Name:</b> _____		Address _____		City _____ St. _____ Zip _____	
Account # _____		Contact Name: _____		Phone #: _____ Fax # _____	
<b>Company Name:</b> _____		Address _____		City _____ St. _____ Zip _____	
Account # _____		Contact Name: _____		Phone #: _____ Fax # _____	
<b>Company Name:</b> _____		Address _____		City _____ St. _____ Zip _____	
Account # _____		Contact Name: _____		Phone #: _____ Fax # _____	

<b>Bank References</b>					
Bank _____		Address _____		City _____ St. _____ Zip _____	
Branch: _____		Account #: _____		Contact Name: _____	
Phone #: _____		Fax # _____		Line of Credit: (Yes/No) _____ Secured or Unsecured _____	

<b>Principals of the Business</b>					
<b>Name:</b> _____		Home Address _____		City _____ St. _____ Zip _____	
Title with Company: _____		Home Phone # _____			
<b>Name:</b> _____		Home Address _____		City _____ St. _____ Zip _____	
Title with Company: _____		Home Phone # _____			
Has the firm or any of its Principals ever filed Bankruptcy? Yes _____ No _____					

<b>ALP - Billing Rate Quote</b>		<b>-ALP Office use-</b>			
Job Description: _____		Skill Status: _____		Comp Code: _____ Bill Rate: \$ _____	
Job Description: _____		Skill Status: _____		Comp Code: _____ Bill Rate: \$ _____	
Job Description: _____		Skill Status: _____		Comp Code: _____ Bill Rate: \$ _____	
Transportation Cost: \$ _____					
Additional Costs: ( _____ Waiver of Subrogation, _____ Additional Insured for Liability _____ Additional Drug/Alcohol _____ Criminal background screening on employee requests) \$ _____					
All quotes valid for 30 days.			The following Job Descriptions and Billing Rates have been quoted on: Date _____		

<b>California Labor Code 3302 Compliance</b>					
Client workers comp class code: _____			Clients Experience Modification _____		
Client Bureau Number: _____			Clients Current Expiration Date _____		
Client contractor license: _____					

# American Labor Pool, Inc. Service Agreement

**ACKNOWLEDGEMENT:** Client acknowledges that it has expressed a desire for American Labor Pool, Inc. ("ALP") to provide it with temporary labor personnel ("Employees"), and agrees to be bound by the terms of this ALP Service Agreement ("Agreement").

**TERMS OF AGREEMENT:** This Agreement, together with the Job Work Order "Condition of Service" executed by Client, describe the terms of the ALP-Client contractual relationship. This Agreement will remain in effect until terminated by Client or ALP, and can only be modified in a writing signed by both parties.

**SERVICES:** ALP will provide Client with Employees according to Client requirements. Client agrees that ALP may rely on telephone instructions and orders from Client personnel. Client agrees that it is at all times exclusively responsible for Employee supervision, control, conduct, and work quality.

**TIME RECORDS:** Client agrees to complete, verify, and return time records provided by ALP, confirming the hours worked by the Employees, and agrees that ALP may rely on the accuracy of the information provided. If a time record is lost or destroyed, Client agrees that ALP may rely on telephone confirmation of the lost or destroyed time record, and time from Client personnel.

**BILLING:** Client agrees that it will be billed, and pay, a minimum of 4 hours per Employee ordered, regardless of time worked. Client agrees that it will be billed at time and one-half for any time that an Employee works in excess of 8 hours in a day, and double time for any time that an Employee works in excess of 12 hours per day. Client agrees to pay transportation charges for Employees that are assigned outside the ALP Office Service Area. There may be an additional charge on the Invoice if the client company requests the following: Waiver of Subrogation, Additional Insured on Liability Insurance, &/or Additional Drug/Alcohol & Criminal background screening on employee requests.

**OUR COMPENSATION:** Client agrees to pay ALP for the services provided based upon the stated bill rates for the Employees used. ALP will bill Client weekly, and Client agrees that payment will become due within 7 days of mailing, and will remit payment within that timeframe. Client agrees that after thirty (30) days, all unpaid balance amounts will incur interest at eighteen percent (18%) per annum, or the highest amount allowed by state law.

**EMPLOYEE COMPENSATION:** ALP, in its sole discretion, will determine Employee wages and benefits, and assume responsibility for Employee wage payment, and related withholdings and payroll taxes, and the maintenance of Employee Workers Compensation insurance as required by state law.

**SOLICITATION OF EMPLOYEES:** Client agrees that it will not offer, or employ any ALP Employee previously provided, without written permission from ALP, unless and until Employee has worked at least 400 hours with Client, or without remitting ALP Separation Payment (details provided upon request). Client acknowledges that ALP is not an employment agency, and that each Employee is rendering only temporary labor services to Client.

**CONSTRUCTION PROJECTS:** If ALP Employees are to be used for construction on real property, Client agrees to provide ALP with a copy of the Notice of Commencement for the project, and a copy of the Payment Bond. Client agrees to execute such other documents as ALP may require. ALP reserves the right to file Preliminary liens on all jobs that incur balances over \$250.00.

**WORK FOR GOVERNMENTAL AGENCIES:** Client agrees to reimburse ALP for any additional wage and/or benefit expense to Employees if the services are rendered for work under any prevailing or other special rate contract, project, or owner.

**HOLD HARMLESS:** Client agrees to defend, indemnify and hold American Labor Pool Inc. harmless from any claims and liability, caused or alleged to have been caused by the acts or omissions of any Employee, including but not limited to any claims of bodily injury (including death) or loss of use of or damage to property arising out of the use or operations of Client owned, non-owned or leased vehicles, machinery or equipment by Employees. Without limiting the generality of the foregoing, Client specifically agrees to defend, indemnify and hold ALP harmless from any claims of bodily injury (including death) made by Client's personnel, and Client agrees to waive any immunity provided by Workers Compensation or other industrial insurance laws.

**NOTICES:** All notices of any kind, and for any purpose, shall be in writing and delivered by hand, U.S. Mail (certified return receipt requested), or overnight mail to ALP's Corporate Office located at: 8898 Clairemont Mesa Blvd. Suite A, San Diego, CA 92123.

**ATTORNEY FEES:** Client and ALP agree that in the event of a dispute over any aspect of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs.

**VENUE:** Client and ALP agree that this Agreement was executed in San Diego, and agree that any disputes arising from performance of this Agreement, will be brought, if at all, in San Diego Superior Court – Central District, or in federal district court for California's Southern District.

The client further agrees that they will NOT allow our Employees to:

1. Work off the ground over 50 feet, including but not limited to ladders, roofs, and scaffolding.
2. Work on pitched roofs, with any hazardous materials, or in any pits.
3. Work without proper safety equipment or under unsafe conditions.
4. Drive any type of motor vehicle (I.e. car or truck)
5. Work without supervision and/or proper safety training.

**I acknowledge and agree to the terms of this American Labor Pool, Inc. Service Agreement. I certify that the statements and information supplied herein are truthful and accurate to the best of my knowledge.**

_____ Client Representative (Signature)	_____ Title	_____ American Labor Pool Inc. (Signature)	_____ Title
_____ (Print Name)	_____ Date	_____ (Print Name)	_____ Date