



"Your Resource for Temporary Labor"

ALP - Billing Rate Quote

Client Name: _____	Email Address: _____
Billing Address: _____	City _____ State: <u>CA</u> Zip _____
Phone # _____ Fax # _____	
Accounts Payable Contact Name: _____	Phone #: _____ Fax #: _____

Job Description: _____ Skill Status: _____ Comp Code: _____ Bill Rate: _____
Job Description: _____ Skill Status: _____ Comp Code: _____ Bill Rate: _____
Transportation Cost: _____
All quotes valid for 30 days. The following Job Descriptions and Billing Rates have been quoted on: Date _____

SERVICES: ALP will provide you with Employees in various quantities, as you request. You agree that ALP may rely on telephone instruction from your Employees for the request. You agree to supervise and control the conduct and work quality of the Employee.

TIME RECORDS: You agree to send time records ALP provides you, confirming the hours worked by the Employees. If a time record is lost or destroyed, you agree that ALP may rely on your telephone confirmation that you had signed such a lost or destroyed time record.

BILLING: You agree that the minimum order is for 4 hours. Any order less than 4 hours will be billed at a 4-hour minimum. Any employee working over 8 hours in a day will be billed at quoted rate for OT and DT. Labor that is assigned outside the ALP Office Service Area may require transportation charges.

OUR COMPENSATION: You agree to pay us for the service ALP provides based upon the bill rate for the Employees used. ALP will bill you weekly, and you agree to pay this bill within 7 days of receipt of our bill. Amount unpaid for thirty (45) days will bear interest at either eighteen percent (18%) per annum, or highest amount allowed by our state.

EMPLOYEE COMPENSATION: ALP reserve the sole right to establish the wages and fringe benefits, if any, and assume responsibility for the payment of such compensations, the withholding and payment of all required payroll taxes, and the maintenance of Workers Compensation insurance as required by the law.

SOLICITATION OF EMPLOYEES: You agree that you will not offer employment to our Employees, unless ALP has given you permission in writing, until a time when 400 work hours has elapsed with an employee. After the 400-hour requirement has been met, there are no additional fees or costs to hire the worker. You also agree that ALP is not an employment agency, and that each Employee is rendering only temporary labor services to you. **(NOT APPLICABLE)**

CONSTRUCTION PROJECTS: If our Employees are to be used for construction on real property you agree to provide us with a copy of the notice of commencement for the project and a copy of the payment bond. You also agree to execute such other documents as ALP may require. American Labor Pool also reserves the right to file Preliminary liens on all jobs that incur balances over \$250.00.

WORK FOR GOVERNMENTAL AGENCIES: You agree that you will reimburse if the service ALP provide under this agreement are for work under any contract with any governmental agency that would require us to pay a prevailing pay rate or additional benefits to our Employees

HOLD HARMLESS: You assume and agree 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 your owned, non-owned or leased vehicles, machinery or equipment by Employees. Without limiting the generality of the forgoing, you specifically assume and agree to defend, indemnify and hold harmless from any claims of bodily injury (including death) made by your Employees and you agree to waive any immunity provided by Workers Compensation or other industrial insurance laws.

- 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, understand and agree to the items listed above. I accept and agree to the above listed Billing Rates and Transportation Charges.

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