



## Service Agreement

### CLIENT CONTACT INFORMATION

Client Name: _____ (“Client”)	Billing Address: _____
Authorized Agent: _____	City/State/Zip: _____
Federal ID #: _____	Phone: (    ) _____ - _____
State ID #: _____	Alt. Phone: (    ) _____ - _____
Contractor’s License #: _____	FAX: (    ) _____ - _____
Accounting: _____	e-mail: _____
Contact: _____	Phone: (    ) _____ - _____
	e-mail: _____

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 reference listed pertaining to Client’s credit and financial responsibility.

### CLIENT CREDITWORTHINESS INFORMATION

<b>Management</b> Officer Name/Title: _____	Phone: (    ) _____ - _____ e-mail: _____
Officer Name/Title: _____	Phone: (    ) _____ - _____ e-mail: _____
<b>Financial</b> Bankruptcy? _____	If so, when? _____
<b>Banking</b> Bank: _____	Account #: _____ Address: _____ City/State/Zip: _____ Phone: (    ) _____ - _____
Bank: _____	Account #: _____ Address: _____ City/State/Zip: _____ Phone: (    ) _____ - _____

### CLIENT CALIFORNIA LABOR CODE 3302 COMPLIANCE

Workers Comp. Class Code: _____	Experience Modification: _____
Bureau Number: _____	Expiration Date: _____

# American Labor Pool, Inc.

## Service Agreement

1. **ACKNOWLEDGEMENT:** Client contracts with American Labor Pool, Inc. (“ALP”) to assign ALP employees (“Assigned Employees”) to work for and under the direction of Client according to the terms of this ALP Service Agreement (“Agreement”).
2. **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. The Agreement supersedes all prior understandings, and can only be modified in a writing signed by both parties.
3. **SERVICES:** ALP will provide Client with Assigned Employees according to Client requests, and deploy Assigned Employees from the ALP office nearest Client, including assignments beyond the specific geographic territory that the ALP office regularly services (“ALP Office Service Area”). Client agrees that ALP may rely on telephone instructions and orders from Client personnel.
  - a. **Employee Compensation:** ALP is responsible for Assigned Employees’ wage payment, and related withholdings and payroll taxes, and the maintenance of Assigned Employees’ Workers Compensation insurance as required by state law. ALP, in its sole discretion, will determine Assigned Employees wages and benefits.
  - b. **Compliance with Prevailing law.** ALP will comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code; the Employee Retirement Income Security Act; the Health Insurance Portability and Accountability Act; the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act; and the Uniformed Services Employment and Reemployment Rights Act of 1994.
    - i. ALP will also comply with all provisions of the Patient Protection and Affordable Care Act (“ACA”) applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of “minimum essential coverage” to “full-time” employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations. ALP agrees to specifically itemize the ACA-related surcharge cost on the invoice.
4. **Supervision:** Client agrees that it is at all times exclusively responsible for Assigned Employees supervision, control, conduct work quality, and final results of the work, pursuant to California Business and Professions Code 7026.1. ALP does not possess a contractor’s license; Client accepts sole responsibility for the quality of work by Assigned Employees. Client’s supervision responsibility includes assurance that Assigned Employees receive any meal period or rest breaks required by state or federal law. Notwithstanding Client’s supervision responsibility, ALP may, from time to time, physically inspect Client’s worksite and processes, and enforce ALP’s employment related policies relating to Assigned Employee conduct at Client’s worksite.
  - a. Client is responsible for conducting regular and project-specific safety meetings, for maintaining and regularly updating its Injury, Illness and Prevention Program and SDS Manual materials, and ensuring that the premises and project where Assigned Employees are utilized meet Cal-OSHA requirements.

5. **TIME RECORDS:** Client agrees to complete, verify and return time records provided by ALP, confirming the hours worked by the Assigned 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.
6. **BILLING:** Assigned Employees are presumed to be non-exempt from laws requiring premium pay for overtime. Client agrees that it will be billed, and pay, a minimum of 4 hours per Assigned Employee ordered, regardless of time worked. Client agrees that it will be billed at 150% [One Hundred-Fifty Percent] of regular wages for any time that an Assigned Employee works in excess of 8 hours in a day, and 200% [Two Hundred Percent] of regular wages for any time that an Assigned Employee works in excess of 12 hours per day.
  - a. **Costs.** Client agrees to pay transportation charges for Assigned Employees that are assigned outside the ALP Office Service Area, all ACA-related surcharges (2%), and for any extraordinary charges incurred at Client's request, including but not limited to drug/alcohol screening and/or criminal background screening, subrogation waivers, additional insured endorsements, etc.
7. **OUR COMPENSATION:** Client agrees to pay ALP for the services provided based upon the stated bill rates for the Assigned 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.
8. **SOLICITATION OF EMPLOYEES:** Client agrees that it will not offer, or employ any Assigned Employees previously provided, without written permission from ALP, unless and until Assigned Employees has worked at least 1,200 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 Assigned Employee is rendering only temporary labor services to Client.
9. **CONSTRUCTION PROJECTS:** If Assigned 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.
10. **WORK FOR GOVERNMENTAL AGENCIES:** Client agrees to reimburse ALP for any additional wage and/or benefit expense to Assigned Employees if the services are rendered for work under any prevailing or other special rate contract, project or owner.
11. **HOLD HARMLESS:** Client is obligated to supervise Assigned Employees and therefore agrees to defend (using counsel of ALP's choosing), indemnify and hold American Labor Pool, Inc. harmless from any claims and liability, caused or alleged to have been caused by the intentional (including criminal) and negligent acts or omissions of or to any Assigned Employees, including but not limited to any claims of bodily injury (including death) or loss of use of or damage to property. Client also agrees to indemnify ALP for any claims brought by Assigned Employees who were injured on assignments that were not previously scheduled through ALP, and for injuries that occur on jobs where Client fails to satisfy its obligations under Section 4.
12. **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 Boulevard, Suite A, San Diego, CA 92123.

13. **ATTORNEY FEES:** Client and ALP agree that in the event of a dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

14. **GOVERNING LAW; VENUE:** This Agreement shall be construed in accordance with, and be governed by the laws of the State of California, without giving effect to any of its conflict of laws provisions, and litigation, if any, regarding this Agreement will be brought in federal or state court in San Diego County, California.

The client further agrees that they will NOT allow Assigned 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 electrical or gas powered tools or torches, or 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, truck, forklift).
5. Supervise others, 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.**

DATED: _____	CLIENT _____
	By: _____
	Print Name _____
	Title: _____

	American Labor Pool, Inc.
DATED: _____	
	By: _____
	Title: _____