

CLIENT AGREEMENT

The client agrees to terms of NET UPON RECEIPT and agrees that a late charge of 2% per month annual percentage rate of 24% will be applied on any account past due twenty (20) days or more.

The client acknowledges that The Agency Staffing (herein after referred to as TAS) has incurred (and will continue to incur) expenses in acquiring, developing and training its staff and temporary employees. If the client wishes to hire a TAS employee (except for authorized Try-Hire Program employees) to their own payroll within one year of the week ending date recorded on the company time sheet, the client agrees to compensate TAS for acquiring, developing and training its employee. In the event that the client and employee breach this condition, the client agrees to pay to TAS upon demand 30% of the employee's annualized salary as liquidated damages. Clients and employees are encouraged to inquire about TAS's Try-Hire Program. The client also agrees that TAS employees working at the client's location will not be transferred or made an offer to transfer to any other employment service or agency. The client also agrees to not hire from any other service a TAS employee that has worked at their location at any other time during the past three (3) months.

The client acknowledges that TAS does not provide insurance for any loss or damage to the client's machinery, equipment, merchandise or materials that are in the care, custody, or control of TAS, its agents, or employees. The client agrees that it will provide such insurance for TAS, its agents and employees.

The client shall indemnify and hold harmless TAS from all claims, damages, or penalties arising from: the operation of any machinery; equipment or vehicles; violations of the OSHA Act of 1970 or any similar state law governing work places.

The client agrees that it will not entrust TAS employees with unattended premises, cash, checks, negotiables or other valuables. The client agrees to hold harmless TAS for any losses or damages as a result of such entrustment.

If any provision of this agreement is prohibited by law or held invalid or unenforceable by a court of competent jurisdiction, all remaining provisions hereof are severable and shall remain in full force and effect. This agreement can only be modified in writing. The laws of the State of Illinois will govern interpretation and enforceability of this agreement.

The client shall pay all attorney's fees, court costs, late charges and other costs incurred by TAS in enforcing this agreement.

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