

# **RED CARPET EMPLOYMENT AGENCY, Inc.**

## **TERMS & CONDITIONS**

The following terms and conditions form the basis for **RED CARPET EMPLOYMENT AGENCY, INC.**, hereafter referred to as **RCEA**, supplying contract temporary help to clients.

1. **RCEA** has the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of work related insurance as required by state law. It is agreed that the insurance furnished by **RCEA** does not cover physical loss or damage of machinery, equipment, or materials while in the care, custody, or control of a **RCEA** employee.
2. **CLIENT** agrees that if it retains any Temporary Employee for a period of at least one (1) day and it fails to advise **RCEA** of any complaints regarding the Temporary Employee's performance, **CLIENT** will be responsible for paying **RCEA** all fees due for any and all services performed by the Temporary Employee. It is agreed that the **CLIENT** will indemnify **RCEA** and its employees for injuries incurred by the **CLIENT**'s employees in the course of their employment, losses resulting from work performed by **RCEA** employees in a reasonable prudent manner and/or as instructed by **CLIENT**, and losses resulting from willful misconduct and/or from willful or negligent acts by the **CLIENT**. It is further agreed that the **CLIENT** will furnish a suitable place for **RCEA** employees to work which shall comply with all laws and ordinances related to occupations health and safety.
3. **CLIENT** acknowledges that **RCEA** has incurred substantial recruitment, screening, training, administrative and marketing expenses with respect to its Temporary Employees. Accordingly, **CLIENT** agrees not to directly or indirectly offer to hire, hire, or engage as an independent contract any Temporary Employee assigned to **CLIENT** by **RCEA** for a period of 180 days after completion of the Temporary Employee's assignment, or permit or cause any such Temporary Employee to be placed on payroll of any other firm for a like period, without the express written permission of **RCEA**. In the event **CLIENT** violates this paragraph, **CLIENT** promises to promptly pay to **RCEA** as liquidated damages and not as penalty, a sum to be negotiated prior to the time of rollover, and to reimburse **RCEA** its reasonable attorney's fees incurred to enforce its right hereunder. **CLIENT** shall notify **RCEA** immediately of the completion or termination of a Temporary Employee's assignment.
4. **CLIENT** agrees to notify **RCEA** immediately whenever any Temporary Employee performs any work under a Government Contract, and agrees to reimburse **RCEA** a price differential to reflect the higher wages that may be due any such employee by reason of any Government Contract law or the contract specifications. It is agreed that the responsibilities of the **CLIENT** as specified in the safety and health policies of **RCEA** and **RCEA'S Right to Know** policy will be complied with where applicable. It is agreed that the client shall notify **RCEA** of any changes in the duties of a **RCEA** employee from those originally described to **RCEA**.
5. **CLIENT** agrees to indemnify and hold harmless **RCEA**, its officers and employees, from and against any and all claims, losses, actions, damages, expenses, liabilities or claims for attorney's fees arising out of or resulting from: (a) the Temporary Employee's use or operation of **CLIENT** owned, non-owned or leased vehicles, machinery or equipment by the Company's employees; and (b) any negligence, wrongful acts, decisions, statements, acts or omissions by **CLIENT**, its agents or employees or by any other person.
6. **CLIENT** agrees that it will not entrust **RCEA**'s Temporary Employees with unattended premises, cash, checks, negotiable or other valuables without the prior written agreement from **RCEA**.
7. **CLIENT** agrees to payment to terms of **NET 7 DAYS** of invoice and agrees that unpaid accounts will be considered in default after thirty (30) days from the date of the invoice; after which a late charge will be imposed at the rate of 2.4% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 28.8%) or the maximum legal interest rate, whichever is higher. An additional \$35.00 **LATE PAYMENT FEE** assessed for each invoice over 30 days in age. **CLIENT** agrees to pay the late charge & late payment fee together with any reasonable attorney's fees **RCEA** may incur to effect collection.
8. **CLIENT** acknowledges and agrees that in the event a Temporary Employee works more than forty (40) hours in any work week for **CLIENT**, that Temporary Employee is thereby entitled to compensation at the

hourly rate of time and one-half for such overtime hours. **CLIENT** agrees to reimburse **RCEA** for all such overtime payments which **RCEA** pays to its Temporary Employees.

9. **CLIENT**'s signature on any duly submitted "hours worked" form certifies that the hours shown are correct, that the work was performed to the **CLIENT**'s satisfaction and authorizes **RCEA** to bill **CLIENT** for the hours worked by the named Temporary Employee. **CLIENT** agrees that the representative who signs this AGREEMENT is authorized to, so that **RCEA** may rely upon that signature as binding upon **CLIENT**.

**CLIENT** further acknowledges that, as the relevant "time-worked" forms accompanied the invoice upon its arrival to them, there is no remedy or recourse to request revisions, alterations, or changes in any invoice after seven (7) days from the Invoice Date. All Invoiced data is FINAL at that time.

10. ***"Temp to Hire" Assignments***: It is further agreed and understood that the client will pay a rollover transfer charge if the client places this **RCEA** employee on its own payroll prior to 50 working days and 400 paid working hours from the original date of the current assignment, unless otherwise agreed by **RCEA**. The **RCEA** employee is also notified and has signed an AGREEMENT not to apply for full-time positions at the **CLIENT** company until six (6) months has lapsed since the last date of his/her arrival.

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**Name of Company or Organization (Please type or print)**

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**Signature of Acceptance**

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**Date**

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**Title (Please type or print)**