

EXHIBIT "A"

RED CARPET EMPLOYMENT AGENCY, INC.
CONTRACT EMPLOYMENT SERVICE AGREEMENT

This Contract, made on the ____ day of _____, _____, between RED CARPET EMPLOYMENT AGENCY, Inc., an Arkansas Corporation, having offices at 221 Laurel Street, Texarkana, Arkansas (hereinafter called Contractor), and _____, a _____ Corporation, having their primary office at _____, (hereinafter called Buyer):

1. During the term of this Contract, Buyer agrees to use Contractor, exclusively, for all contract employment services required by Buyer during the term of the Contract and any subsequent extensions. The hourly rate for each contract position as listed in "Exhibit B", which is attached and made a part of this Contract.

2. This Contract shall commence on _____, _____ and shall continue through _____, _____ unless sooner terminated in accordance with the terms of this Contract.

A. The Contract may be subject to being submitted for formal quotation at the end of the one year period or the end of any subsequent extended one year period.

B. Buyer shall have the option, exercisable, by written notice to Contractor, sixty (60) days prior to _____, _____ or the end of any extended Contract period, to renew this Contract on a yearly basis.

3. All hourly rates shall be firm for the Contract period. Hourly rates may be increased in the event of an increase in the Federal Minimum Wage Law becoming effective during the term of this Contract. Any rate increases will become effective no sooner than thirty (30) days after any notification of an increase in the Federal Minimum Wage Law. Hourly rates may be increased only to the extent of an increase in the Federal Minimum Wage.

4. The Contractor will be responsible for maintaining adequate personnel to cover Buyer's contract personnel requirements so personnel may be requested on an "ASAP" basis as follows:

A. The Contractor agrees to conduct advertising campaigns, perform customary personnel screening, testing, and preliminary interviewing appropriate to the respective positions requested by Buyer solely at the expense of the Contractor with the ultimate purpose of procuring the best qualified applicants for said positions.

B. The Contractor will have, at the request of Buyer, all personnel drug screened prior to placement at Buyer's place of business.

C. It will be the responsibility of the Contractor to give all orientations and instructions to each Contractor supplied employee prior to their reporting for work at Buyer's place of business.

D. Buyer will be required in accordance with OSHA regulations to invite all Contractor supplied employees to any and all "Safety" meetings to address "industry specific" information pertinent to their placement.

E. Documentation of unsatisfactory work performance, tardiness, absenteeism, etc. by contract service personnel will be provided to the Contractor to insure that disciplinary action will be taken by the Contractor as the "employer" with the

final results of continued problems being that the employee would no longer be sent to Buyer's place of business.

F. Buyer acknowledges that Contractor has a substantial investment in procurement, training, administration, and marketing of its contracted employees. Accordingly Buyer agrees not to directly or indirectly offer to hire, hire, or engage as an independent contract (such as through the services of another staffing firm) any Contractor supplied employee prior to completion of a 400 hour period of continuous service with Buyer without the express written permission of Contractor.

G. Buyer agrees to immediately notify Contractor should any Contractor supplied employee complete their assignment or be dismissed from their assignment.

H. Buyer agrees that it will not entrust Contractor's employees with unattended premises, cash, checks, negotiable or other valuables without the prior written agreement of Contractor.

I. Buyer agrees to indemnify and hold harmless Contractor, 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 Buyer 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 Buyer, its agents or employees or by any other person.

5. The payment terms of the services rendered by Contractor and received by Buyer will be Net 7 Days.

6. Contractor agrees to carry liability insurance covering personal injury and property damage covering services provided by Contractor supplied employees. The following is a listing of amounts and categories of insurance coverage which shall be carried by Contractor, the cost of which shall be borne solely and exclusively by the Contractor:

A. 1. Worker's Compensation - Statutory, not self-insured;

2. General Contractor's Liability

General Aggregate - \$2,000,000.00

Products-Comp/OP Agg. - \$2,000,000.00

Personal & ADV. Injury - \$1,000,000.00

Each Occurrence - \$1,000,000.00

Damage to Rented Premises (Each Occurrence) - \$100,000.00

Med. Expense (any one person) - \$5,000.00

Automobile Liability

Hired Autos - *included*

Non-owned Autos - *included*

B. Contractor shall furnish Buyer, prior to commencing work, certificates of insurance with effective dates and dates of expiration and limits.

7. For the protection of all concerned it is mutually agreed that Contractor is an independent contractor and may freely select its employees and freely assign, transfer, or terminate the employment of any employee engaged in the Contract services described herein. Contractor agrees that its employees shall be constrained to observe the general rules and regulations of Buyer, while on the company premises and Contractor will honor requests from Buyer with regard to the discipline or removal of any of their employees for violation of such rules and regulations where their conduct is deemed detrimental by Buyer.

8. Contractor warrants and represents that the terms and conditions of employment of Contractor's employees and all services of Contractor shall be at all time during the term of this Contract in full compliance with all applicable federal, state and local laws, regulations, rules, ordinances and executive orders.

- A. As Contractor is the Principal Employer of Record & pursuant to the *Principal Place of Employment* clause contained in Contractor's application for employment, Contractor is solely responsible for all employer responsibilities of its employees. These include all workers compensation insurance, unemployment insurance, payroll processing, payroll deductions, payroll related withholdings (local, state, federal), & all government reporting related to payroll.
- B. It is further understood & agreed that there could be additional employer-employee incidental interaction not specifically itemized above. These events would also be the purview of the Contractor.

9. This Contract is to be governed by the laws of the State of Arkansas without regard to principles of conflicts of law.

Red Carpet Employment Agency, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____