

## CLIENT MASTER AGREEMENT

Construction Staffing Solutions, LLC (hereinafter "CSS") and \_\_\_\_\_ (hereinafter "Client") hereby agree to be bound by the terms of this Agreement, as of the date herein.

**Services.** Upon request by Client, CSS shall assign such CSS employees to provide construction labor only in support of Client's specified project(s) at such times, places, and pursuant to the direction and supervision of Client's employees. All employees of CSS shall be scanned and verified as legal for employment in New York State by all applicable jurisdictions. In consideration of this assignment of CSS employees, Client agrees and shall make timely payment to CSS of an agreed hourly rate for each and every hour worked by each of CSS employees, subject to the following terms. CSS shall pay all applicable payroll taxes and provide worker's compensation insurance to CSS employees as required by all applicable laws and regulations.

**Form of Request.** Client may request CSS labor by written communication or verbally. In every case, CSS shall unilaterally document the request made by CSS "Billing Agreement", which shall record the "Billing Agreement Specifications". These shall consist of Client's name, Job name and location, Client's supervisor's name to whom the CSS employee shall report, the start date, CSS's employee name and the Trade requested, and whether the labor to be provided is subject to Prevailing Wage Rate Laws. The Billing Agreement shall also identify the rate to be charged to the Client for each CSS employee.

A copy of said Billing Agreement shall be delivered to Client by CSS as soon as practical upon receipt of the Client's request. In the event that the terms of the Billing Agreement specifications are incorrect or unauthorized, the Client shall immediately advise CSS in writing. Absent written objection, Client agrees that the Billing Agreement shall be deemed authorized and accepted as accurate in all respects upon commencement of the designated employee's services in accordance with the Billing Agreement specifications, without regard or need for Client's Signature.

**Prevailing Wage Projects.** Client acknowledges that those projects subject to Prevailing Wages have stringent and specific reporting and payment requirements. It is and shall be the Client's responsibility to document the actual hours worked by each CSS employee providing labor to the site, and to provide written reports of those hours on a weekly basis to CSS's office no later than close of business each Friday. Such reports shall identify the name of each CSS employee providing labor to Client's project during that week, shall confirm the work classification, shall identify the dates of the week being reported, and the number of hours worked by each employee, for each day, identifying straight time and overtime hours. Client understands and acknowledges that certification of payroll hours and wages must be truthfully and accurately reported is an employer requirement pursuant to law; that CSS has no means other than reliance upon Client's representations to determine hours worked; and that CSS will accordingly and necessarily rely upon Client's representations in certifying payroll. Similarly, this agreement contemplates the assignment of CSS employees to perform duties fully and exclusively described as the trade requested. Client acknowledges and agrees that it shall not assign duties to CSS employee(s) outside those contemplated by the agreed trade classification without CSS consent, and if assigned to different duties, such duties will be immediately identified in writing to CSS, and may be subject to timely payment of a different hourly rate to be determined. As Prevailing Wages are increased, the Billing Rate will change accordingly.

**Labor Law Indemnity.** In the event that Client either inaccurately reports hours actually worked by CSS employees, or directs or permits CSS employee(s) to perform duties described by a different work classification, then Client shall defend, indemnify, and hold harmless CSS against all claims of any description asserted by those affected CSS employees or any class, agency, or law enforcement bureau of any description, including fines, interest, penalty, and attorneys' fees. CSS shall be entitled to reimbursement of all of its costs and expenses, including attorneys' and court costs. In the event that CSS needs to defend enforced labor law indemnity, CSS shall be entitled to reimbursement of all of its costs and expenses.

**Payment.** Payment is due upon receipt of each invoice. Client acknowledges and agrees that it shall pay the agreed upon hourly rate for each hour of straight time worked by CSS employee, and shall pay 1.5 times the agreed upon hourly rate for each hour of overtime worked by CSS employee. If payment is not received within thirty (30) days from the date of the invoice, CSS reserves the right to impose a late payment fee of the greater of \$100.00 or 1.5% of the invoice amount, which will be added to the following invoice. In the event Client becomes severely delinquent by non-payment for a period of 60 days from the date of any invoice, CSS reserves the right to terminate this Agreement and pursue its damages by all means available to it.

**Restrictive Covenants.** The Client acknowledges that CSS has incurred significant expense for the recruitment, hiring, and training of its employees. Thus, during the term of this Agreement and for a period of six (6) months thereafter, the Client agrees not to (a) hire, solicit or contact, or attempt to hire, solicit or contact any CSS employee or (b) otherwise interfere with a CSS employee's employment relationship with CSS. The Client acknowledges that in the event Client engages the services of a CSS employee in violation of the above, CSS will have been damaged, and Client agrees to set liability for same as \$7,500.00. Notwithstanding the above, if the Client employs any CSS employee, and pays the agreed fee to CSS, for more than 1000 hours within any one year period, then Client may employ the CSS employee directly without penalty.

**Miscellaneous.** It is acknowledged and agreed that CSS supplies only labor to Client, which labor shall be supervised and directed by Client. In no event will CSS, its affiliates or any of its directors, officers, employees, or agents be liable for any indirect, punitive, special, incidental, and/or consequential damages in connection with the Services provided hereunder. CSS makes no representation or warranties, express or implied, to the Client with respect to the services to be provided. Client acknowledges that CSS does not provide insurance covering physical loss or damage to Client vehicles, machinery, equipment, or materials that are in the care, control or custody of a CSS employee, and that CSS is not responsible for any damage or physical loss related thereto. CSS will not indemnify Client under any circumstances. This Agreement shall be construed, interpreted and governed by the laws of the State of New York without regard to its conflict of laws principles. The parties hereto acting for themselves and for their respective successors and assignees, without regard to domicile, citizenship or residence, hereby expressly and irrevocably consent to and subject themselves to the jurisdiction of the New York courts and to venue in New York County, New York, with respect to any matter arising under or in connection with this Agreement. This Agreement sets forth the entire understanding of the parties, and no oral agreements or written correspondence shall be held to affect the provisions hereof. This Agreement may be modified or amended by CSS upon advanced notice to the Client. All payment obligations and restrictive covenants contained herein shall survive the termination of this Agreement. CSS' employees, agents, officers, managers, and/or members shall have no personal liability to the Client, or to any person or entity claiming hereunder. In the event that CSS seeks to enforce any provision of this Agreement, CSS shall be entitled to reimbursement of all of its costs and expenses, including attorneys' and expert witness fees and court costs, incurred in enforcing such provision.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement, as of this day 16 of April 2013

SIGNATURES:

Construction Staffing Solutions, LLC \_\_\_\_\_  
\_\_\_\_\_(Signature) \_\_\_\_\_(Signature)  
\_\_\_\_\_(Print Name) \_\_\_\_\_(Print Name)  
\_\_\_\_\_(Title) \_\_\_\_\_(Title)