



**TEMPORARY EMPLOYEE SERVICES RATE AGREEMENT
KGM TEMPORARY STAFFING & TRAINING, INC.**

This **TEMPORARY EMPLOYEE SERVICES RATE AGREEMENT** (the "Agreement") is entered into by and between **KGM TEMPORARY STAFFING & TRAINING, INC.**, (hereinafter "KGM"), an Indiana corporation, with offices located at 2511 East 46th Street, Suite D, Indianapolis, Indiana, 46205-2460, and **«Company Name»**, (hereinafter "Client") with offices located at «Address», «CitySTZip» to commence (hereinafter "Commencement Date") as of the date the last signatory signs Agreement.

1. **EMPLOYEE SERVICES.** Subject to the terms of this Agreement, KGM shall provide temporary employee services to Client, and Client shall accept such KGM employees to perform work at a work place designated by the Client and approved by KGM's written consent. KGM employees shall be employees of KGM and not employees of the Client.

2. **SUPERVISION OF EMPLOYEES.** The Client shall, to the extent not provided by KGM, supervise and monitor KGM employees at the work place.

3. **RATES.** Client shall compensate KGM for services rendered by KGM employees at the hourly rates set forth below, which rates are based on current laws and regulations concerning wages, benefits and taxes. The rates may be adjusted as appropriate upon thirty (30) days written notice to the Client to reflect any changes in laws or regulations or any verified increase in costs to KGM Temporary Staffing in providing the KGM employees to Client, including, but not limited to, higher supply, service, labor or equipment costs. The below stated rates are also subject to adjustment by KGM in the event the Client has not signed this Agreement within sixty (60) days of the Commencement Date stated above.

Position/s	Employee Rate	Markup	Total Bill Rate
«Position»	\$«Employee_Rate».00	«Markup»	\$«Bill_Rate»

4. **PAYMENT.** All charges payable by the Client hereunder shall be invoiced by KGM Temporary Staffing on a **weekly** basis to the Client at the following address: «Address», «CitySTZip». Client shall promptly notify KGM of any disputed charges on an invoice. **Invoices are due and payable upon receipt.** Any balances owing on an invoice for thirty-five (35) days or more from the date thereof shall bear interest at one and one-half percent (1.50%) per month on the unpaid balance. If KGM turns an unpaid invoice over to a collection agent or attorney for collection, the Client shall pay all costs of collection incurred by KGM pertaining to any such invoice, including but not limited to reasonable attorney's fees, paralegal fees, court costs and litigation expenses.

5. **LIMITATION ON HIRING AND/OR USE OF KGM TEMPORARY STAFFING EMPLOYEES.** The parties acknowledge that KGM has a proprietary interest in maintaining the work force from which it draws in providing workers to the Client, which interest would be damaged if the Client were to directly or indirectly hire or use KGM employees as its own employees, contractors or workers prior to such KGM employee having completed a certain number of hours of work on behalf of the Client while on KGM's payroll. Therefore, the Client agrees, until such time as a certain KGM employee has performed a minimum of **520 regular hours (not including overtime hours)** of temporary employee services for Client on KGM's payroll, **(i) not to hire that KGM's employee as an employee or contractor of the Client and (ii) not to use that KGM's employee as a worker on any Client project if that KGM's employee is being provided to the Client by or through a temporary employment services company other than KGM.** In the case of any violation by Client of the terms of this paragraph, KGM shall be entitled to injunctive relief from a Court in addition to monetary damages for the violation and reasonable attorney's fees, costs and expenses in enforcing this paragraph or in recovery damages for its breach. The limitation on hiring and use of the KGM employees under this paragraph shall terminate on the 365th day after the day on which such KGM employee last provided work to the Client on KGM's payroll.

6. **RELATIONSHIP OF PARTIES.** This Agreement does not create any partnership, joint venture, employment or other legal relationship between the parties other than that of contracting parties for the purposes stated herein.

7. **SAFE WORK ENVIRONMENT AND INDEMNIFICATION.** Client agrees to comply with all federal, state or local laws, ordinances, rules and regulations pertaining to the safety of the work place, including but not limited to OSHA and/or any applicable state occupational, safety and health laws and regulations. The Client shall treat KGM employees in a professional and non-discriminatory manner. Client shall be liable for, and shall indemnify and hold KGM harmless from, any claims, actions, or suits (collectively "liabilities") for injury to or the death of a KGM employee arising directly or indirectly from the intentional or negligent acts or omissions of the Client and/or the Client's employees or independent contractors, but only to the extent the liabilities are not covered in full by KGM's worker's compensation insurance.

8. **OTHER PROVISIONS.**

a. **Party/Parties.** The words "party" or "parties" shall mean a signatory or the signatories to this Agreement.

b. **Benefit; Assignability.** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors, heirs, executors and permitted assignees, as applicable. Neither party may assign this Agreement without the written consent of the other party.

c. **Applicable Law.** This Agreement shall be enforced, governed and interpreted under the laws of the State of Indiana without regard to any conflict of law rules or principles. The parties agree that jurisdiction and venue of any action to enforce this Agreement shall be in the state or federal courts of Indiana.

d. Amendment/Oral Instructions. Except as otherwise explicitly allowed under this Agreement, this Agreement may not be changed, modified or amended unless agreed to in writing by the parties, which change, modification or amendment is to be attached to this Agreement. Notwithstanding the foregoing sentence, the parties may agree orally from time to time as to the work to be performed by KGM's employees and the location of the work place or site.

e. Entirety of Agreement. This Agreement constitutes the entire agreement of the parties and merges all prior negotiations and supersedes all prior agreements and understandings between the parties.

f. Strict Compliance. Failure by either party to require strict compliance of the other party's duties and obligations hereunder shall not constitute a waiver of or a foregoing of the right to insist upon strict compliance with that party's other or future obligations and duties under this Agreement.

g. Partial Invalidity and Severability. No partial invalidity of this Agreement shall render the remaining portion of the Agreement invalid or unenforceable. Should any provision of this Agreement be determined to be unreasonable, unenforceable or unlawful by any court, such provision shall be severed from this Agreement and the remaining provisions will remain in full force and effect.

h. Title and Headings. The title and paragraph headings are inserted for convenience of reference and shall not be germane to the interpretation or enforcement of this Agreement.

i. Meanings of Pronouns; Singular and Plural Words. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person to which or to whom reference is made may require. Unless the context in which it is used shall clearly indicate to the contrary, words used in the singular shall include the plural, and words used in the plural shall include the singular.

j. Notices. Notices to the parties required under this Agreement shall be made in writing, which notices shall be delivered (i) by a party or its designated agent personally delivering such notice to the other party, (ii) by mailing such notice by United States certified mail, return receipt requested, postage prepaid (which notice will be deemed delivered within four (4) days of such mailing), or (iii) by delivery by a courier or overnight delivery service which provides a receipt of such delivery (which notice will be deemed delivered within two (2) days of delivery of such notice to such courier or delivery service), which mailing or delivery is addressed to the party's address first stated above or such other subsequent address as may be provided by notice under the provisions of this paragraph.

k. Authority of Signatories. All company authority required for the execution and entering into of this Agreement by each party has been obtained, and the person signing

below on behalf of a party in a representative capacity has full authority to enter into and bind his or her respective party to this Agreement.

1. Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original.

IN WITNESS WHEREOF the parties have set their hands the date written below, to be effective as of the date the last signatory signs below.

KGM Temporary Staffing & Training, Inc.
Attn: Kim Graves
2511 East 46th Street, Building D
Indianapolis, IN 46205-2460
P: 317-658-2718
F: 866-910-3763

By: _____
Printed Name: _____
Title: _____
Date _____

By: _____
Printed Name: _____
Title: _____
Date _____