



CUSTOMER MASTER SERVICE AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is dated as set forth above by and between Anytime Labor - Colorado LLC dba LaborMax Staffing (LMS) and _____ Customer as set forth above. IN CONSIDERATION of the mutual agreements and covenants contained herein, Customer and LMS agree as follows:

1. **Term of Agreement:** This Agreement shall commence as of the execution date and shall continue for a period of one (1) year or until terminated by either party upon ninety (90) days prior written notice.
2. **Customer Responsibilities:** Customer agrees to comply with all applicable laws, regulations, and ordinances relating to health and safety, wage and hour, overtime and all other applicable employment laws, and in particular agrees and undertakes to provide any site-specific and task-specific training, safety equipment, clothing, or devices necessary or required by law for any work to be performed, or used by Customer's employees in the performance of similar work. Customer acknowledges they have care, custody, and control of the job site. Customer agrees not to place LMS employees in a supervisory position and to supervise employees at all times. Customer agrees to indemnify and hold harmless LMS for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970 (OSHA), or any similar state, county or municipal law with respect to workplaces or equipment owned, leased, or supervised by Customer and to which LMS employees are assigned.
 - a. **Time Accountability:** LMS's work week begins on Saturday and ends on Friday. Billable time begins at the time LMS employees report to the workplace at Customer's request. Jobs must be cancelled a minimum of two (2) hours prior to start time to avoid a minimum billing of four (4) hours. If Customer is not satisfied with an LMS employee for any reason, LMS will replace the employee free of charge if Customer notifies LMS within the first two (2) hours worked by employee.
 - b. **Prevailing Wage:** Customer agrees to notify LMS immediately whenever any LMS employee performs any work under a Government contract, and agrees to pay LMS a price differential to reflect the higher wages that may be due any such employee by reason of any Government contract or the contract specifications.
 - c. **Wages:** LMS reserves 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 Workers' Compensation insurance as required by state law.
 - d. **Overtime:** Overtime will be billed at one and one-half (1.5) times the regular billing rate for all time worked over forty (40) hours in a pay period or eight (8) hours in a day, or as otherwise provided by state law.
3. **Equipment, Machinery, and Vehicle Operation:** Customer agrees that it will not, without the prior written consent of LMS, utilize LMS employees to operate machinery, equipment or vehicles not covered by Customer's liability and property damage insurance, or to operate dangerous or unprotected machinery. Notwithstanding anything in this Agreement, Customer agrees to indemnify and hold harmless LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
4. **Valuables:** Customer agrees that it will not entrust LMS employees with unattended premises, cash, checks, negotiables, or other valuables without prior written consent of LMS. Notwithstanding anything in this Agreement, Customer agrees to indemnify and hold harmless LMS for any and all claims, damages, losses, or liabilities that results from any such exposure or activity.
5. **Invoice Terms:** Invoices will be due according to the terms set forth on the Customer Rate Schedule. Payment terms and Customer's credit limit will be determined following Customer's completion of an LMS Customer Credit Application. Invoices that are undisputed in writing by Customer for more than ten (10) days after the invoice date will be presumed correct.
6. **Indemnification:** Customer assumes and agrees to defend, indemnify and hold harmless LMS from any claims and all liability, caused or alleged to have been caused by the acts, negligence, or omissions, of any LMS employee, including but not limited to, any claims for bodily injury (including death) or loss of and loss of use of or damage to property arising out of the use or operation of Customer's owned, non-owned or leased vehicles, machinery or equipment by LMS employees. Without limiting the foregoing, Customer specifically assumes and agrees to defend, indemnify and hold harmless LMS from any claims for bodily injury (including death) made by Customer employees.
7. **Limitation of Liability:** Customer agrees that LMS's entire liability to Customer for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to the fees paid by Customer for the specific services or work products which are the subject of the alleged claim.
8. **Liability Insurance:** Customer acknowledges that LMS insurance does not cover claims of LMS employees under the Jones Act, damage to, loss of or loss of use of Customer's owned, non-owned or leased vehicles (including contents, and cargo), machinery, equipment or material while being used by or in the care of LMS employees.
9. **Hiring of LMS Employees by Customer:** If Customer or a Customer-affiliated company chooses to hire an LMS employee directly or indirectly within twelve (12) months after the last day of such employee's assignment, a conversion fee will be due in accordance with the conversion terms set forth on the Customer Rate Schedule and any subsequent amendments or revisions thereto which are fully incorporated into this Agreement as if fully set forth herein. Conversion fees are due and applicable whether the LMS employee is hired on a permanent or temporary, part-time or full-time or consulting basis. Customer will have sole responsibility for making hiring decisions with respect to LMS employees that Customer decides to hire as permanent Customer employees and LMS will have no liability with respect to Customer's decisions.
10. **Non-Solicitation of Internal LMS Personnel:** If Customer hires any internal LMS personnel during the term of this Agreement and within a period of eighteen (18) months following the termination of this Agreement, Customer agrees to pay a one-time fee equal to 100% of that LMS employee's annual salary.
11. **Entire Agreement:** This Agreement supersedes and replaces all prior agreements, representations or understandings, written or oral, between Customer and LMS and incorporates the entire understanding of the parties with respect thereto.
12. **Modification:** This Agreement may be changed only by a written agreement between the parties, as evidenced by a written document executed by authorized representatives of each party.
13. **Third Party Benefit:** Nothing in this Agreement is intended to create any benefit for any third party.
14. **Disputes:** In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each party irrevocably agrees to submit the matter to mediation where such mediation shall be a condition precedent to any demand for arbitration. Each party shall bear their own costs and expenses for mediation. The costs of the mediator shall be borne equally by each party. The parties shall confer and agree upon a mutual mediator.