

COMPANY: _____

PHONE: _____

ADDRESS: _____

TRADE RESOURCES, INC. CLIENT SERVICES AGREEMENT
105 W. Pecan St, Mt. Pleasant, Texas 75455 ♦ 903-577-7575

1. **DURATION OF CONTRACT:** This contract shall commence on the date it is fully executed and continue for a period of not less than one year. Either party may terminate this contract by giving (30) days written notice. After notice, the termination shall occur at the end of the next calendar month during which time the parties will continue to meet their respective obligations described in this agreement.

INTL. _____

2. **TERMS OF CONTRACT:** Trade Resources agrees to assign employees to the Client on a temporary basis and assume exclusive responsibility for payment of wages to its employees so assigned. Trade Resources shall, with respect to its employees, be responsible for withholding federal and state taxes, paying federal social security taxes, unemployment insurance and maintaining Worker's Compensation insurance coverage in an amount and under such terms as required by the State of Texas.

- a. Trade Resources will guarantee that the worker sent to the Client's job site will be of quality and have the knowledge the Client requested. If, in the Client's opinion, this is not the case, then the Client has the option of sending the worker back to Trade Resources within the first four (4) hours of the first day at no charge to the Client. Client is solely responsible for directing, supervising and controlling Trade Resources employees as well as the quality of work performed.
- b. Both parties agree that there will be a two (2) hour show-up charge unless Trade Resources is notified of work being called off prior to two (2) hours before show-up time. Client agrees and understands that Trade Resources workers will be paid time-and-a-half for each hour of work beyond forty (40) hours during any one week.
- c. Client, at its sole discretion, may terminate an employee assigned under this contract at any time for any lawful reason.
- d. Client will not recruit and/or employ Trade Resources workers for separate employment by the Client during the term of ninety consecutive work days (720 hours) from the first day the employee is dispatched or thirty days (30) after an employee ends his employment with Trade Resources and/or its PEO affiliate. Failure to comply to these terms will result in payment to Trade Resources for the equivalent of monies lost.

INTL. _____

3. **TERMS OF PAYMENT:** the Client agrees to pay Trade Resources the bill-out per hour, for the workers provided by Trade Resources multiplied by the number of hours worked by such workers, except as otherwise provided in this contract. Client is solely responsible for verifying the accuracy of the record of actual time worked Trade Resources employees.

- a. The Client agrees that payment will be made within 30 days. The parties agree that any amount due Trade Resources over (30) days will result in a two percent (2%) penalty for every 30 day period thereafter. Client is responsible for notifying Trade Resources of disputed invoice amounts within seven (7) business days.
- b. In the event that client fails to make payment within the time specified in Paragraph 3(a), Trade Resources & Client agree Trade Resources has the right to immediately discontinue providing Client with workers, and a letter demanding immediate payment will be sent. Any invoices which are 45 days past due Client will receive letter demanding immediate payment & an affidavit of intent to lien. Any invoices which are 75 days past due, a lien will be filed. Client agrees to be responsible for any other additional direct or indirect costs of collections.

INTL. _____

4. **INSURANCE CLAUSE:** Trade Resources agrees to provide general liability insurance coverage for its workers provided under this contract with a liability limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Client agrees that Trade Resources does not warrant or guarantee the work and will not be liable for any loss or damage arising from work stoppages resulting from the performance or non-performance of the work by Trade Resources inc employees working under Client's supervision, direction, and control except to the extent such loss or damage arises from Trade Resources employee's negligent acts, willful misconduct or failure to comply with the direction and/or Control of Client's supervisor (in which case, Trade Resources' office will be immediately notified). Trade Resources shall not be responsible for Client's and it's employees violation of federal, state, or local laws, statutes or regulations and will defend and hold harmless Trade Resources from any loss or damage arising there from. Client and Trade Resources agree that each party shall indemnify and hold harmless the other party for injury, loss, or damage to persons or property arising from their own sole negligence. In the event of concurrent and/or contributory negligence, each party shall be responsible for indemnity in relation to their respective negligence. All policies of Insurance required hereunder shall be issued by a company or companies authorized to do business in the State where services are to be performed.

INTL. _____

5. **LIMITATIONS OF SERVICE:**

- a. The parties to this contract understand and agree that if a worker provided by Trade Resources to Client shall be allowed and/or requested to operate a motor vehicle of any kind, Client agrees that the individual will be covered under the Client's commercial auto or applicable insurance. Client agrees to provide proof of necessary commercial auto or other applicable insurance with a minimum of \$ 1,000,000.00 coverage limit. Client agrees to indemnify, defend and hold Trade Resources harmless from and against all claims, damages, bodily injuries, losses and expenses which may result from Trade Resources employees' operation of a motor vehicle owned or leased by client.
- b. **Client understands Trade Resources is a Skilled Labor Provider and NOT a sub-contractor.**

INTL. _____

The parties agree and understand that only Trade Resources President or Vice President is authorized to enter into this contract on behalf of Trade Resources and that any other obligations or representations made by sales agent of Trade Resources under this contract are made without authorization of Trade Resources. Client represents to Trade Resources that the representative signing below is duly authorized to execute this contract.

CLIENT'S ACCEPTANCE:

ACCEPTANCE BY TRADE RESOURCES:

BY: _____

BY: _____

TITLE: _____ DATE: _____

TITLE: _____ DATE: _____



Client Information Sheet

INSTRUCTIONS: Please complete and submit this form to Trade Resources. All Invoices are payable on a net 30 basis. Invoices paid after 30 days will accrue a 2% penalty.

Client Name: _____

Billing Address: _____

City: _____

State: _____

Zip Code: _____

FEIN: _____

Circle Correct:

Corporation

Gen Partnership

Sole Proprietorship

Owners Name(s): _____

1st Accounting Contact: _____

Phone #: () _____

Fax #: () _____

E-Mail Address: _____

2nd Accounting Contact: _____

Phone #: () _____

Fax #: () _____

E-Mail Address: _____

Preferred Invoice Method:

Fax

Mail

E-Mail

Vendor Referral: _____

Phone/Fax: () _____

() _____

Vendor Referral: _____

Phone/Fax: () _____

() _____

Vendor Referral: _____

Phone/Fax: () _____

() _____

Office Use Only

Requested Credit: \$ _____

Approved Credit: \$ _____

Comments: _____