

LANDRUM STAFFING SERVICES TIME SHEET CONDITIONS OF SERVICE - *Please review carefully*

Landrum Staffing Services ("Landrum") agrees to provide employees to perform services for a company ("Customer") both now and in the future, on the following terms and conditions. Customer's utilization of Landrum employees signifies customer's acceptance of these terms and conditions.

1. Landrum agrees to be solely responsible for the payment of all wages and fringe benefits for employees assigned to Customer, and will be responsible for the payment of all payroll taxes due. Customer agrees to pay all invoices from Landrum for bill rates applicable to employees assigned to customer.
2. Customer agrees to comply with all applicable laws and ordinances relating to employment and employee health and safety, and agrees to provide any safety equipment, clothing or devices necessary or required by law for any work to be performed, or which is customarily used by Customer's employees in the performance of similar work. Customer agrees to indemnify and hold Landrum harmless for claims, damages or penalties arising out of violations of any state or federal law with respect to employees, workplaces, or equipment owned, non-owned, leased or supervised by Customer and to which Landrum employees are assigned.
3. By Customer's signature on Landrum's time sheets, Customer certifies the hours worked by Landrum's employee. Customer understands that Landrum will rely upon the Customer certification in compensating Landrum's employee. Customer assumes responsibility for verifying Landrum invoices against yellow copies of time sheets retained by customer. Customer should immediately contact Landrum regarding any inconsistencies within five (5) business days.
4. Landrum agrees to provide worker's compensation coverage on all assigned employees as required by state law.
5. Customer agrees that it will not, without the prior written consent of Landrum, utilize Landrum employees (a) To operate vehicles, machinery or equipment not covered by the Customer's liability and property damage insurance; (b) To operate dangerous or unprotected machinery; (c) For excavation where proper shoring and protection are not provided; (d) For work on ladders or scaffolding; or (e) As a member of the crew of any vessel or in maritime work upon the navigable waters of the United States which might be subject to the U.S. Longshoreman's and Harborworker's Compensation Act, or the Jones Act,
6. Customer Acknowledges that Landrum's insurance does not cover, and Landrum assumes no liability for claims of its employees under the Jones Act, loss of, damage to, or loss of use of Customer's owned, non-owned or leased equipment, machinery or vehicles (including contents or cargo) while being used by or in the care, custody and control of Landrum employees.
7. Customer agrees to indemnify and hold Landrum harmless from any claims of or on behalf of employees in connection with their employment as a seaman or as a member of the crew of any vessel, or from any claims for bodily injury or death, or damage to, or loss of use of Customer's property, whether owned, non-owned or leased, when used or operated by Landrum employees.
8. Customer agrees that it will not entrust Landrum employees with unattended premises, cash, checks, negotiables or other valuable property or equipment without prior written permission from Landrum.
9. Customer agrees to payment of Net Upon Receipt, and understands that unpaid accounts will be considered in default after thirty (30) days, after which a default charge will be imposed at 1.5% per month on unpaid balances (Annual Percentage Rate of 18% or the maximum legal interest rate, whichever is lower). Customer agrees to pay the default charge together with reasonable attorney's fees for the cost of collection.
10. Customer understands that Landrum recommends criminal background checks and/or credit checks (at customer expense) for any employee who has access to money, valuable property, systems or records, or who enters customer home or otherwise has isolated contact with customers, clients, patients, or co-workers. Customer assumes all risk of loss, injury or damage if customer chooses not to conduct appropriate background checks.
11. Customer agrees to abide by and cooperate with Landrum for conformance with Federal and State employment laws, including but not limited to Equal Employment Opportunity Laws and the Americans with Disabilities Act. Customer assumes sole responsibility for provision of reasonable accommodations for qualified employees with disabilities.