**EXPRESS EMPLOYMENT PROFESSIONALS - TERMS AND CONDITIONS**

The following terms and conditions form the basis for Express Employment Professionals, supplying temporary associates to client companies. The signature of the client's agent on the face of this time card constitutes full acceptance of the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, and statutory withholdings. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.

2. Express complies with all federal, provincial, and local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, provincial, and local employment laws including applicable workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.

3. A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.

4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate’s work and a replacement will be provided.

5. We provide insurance policies to cover Express associates for Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than $1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forkift, or any other motorized equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.

6. You agree not to request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, financial filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.

7. If our associates have access to unattended premises or the care, custody, or control of cash, cheeks, credit cards, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.

8. Express will provide associates for positions where operating a motor vehicle, forkift, or other motorized equipment is required. If notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if your associate operates a motor vehicle, forkift, or any other motorized equipment, you agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.

9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from claims or damages resulting from your non-compliance with applicable laws and regulations.

10. We offer an evaluation program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation program, you agree to negotiate a pre-determined trial period (up to 180 days) or fee prior to an associate’s assignment to you.

11. Express allows you to hire associates already assigned to you within the first 180 days of the assignment if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 30% of an associate’s expected annual earnings) to convert an Express associate to your payroll.

12. You agree, for a period of 180 days from the first day on assignment (regardless of the length of the assignment), not to hire directly or use Express associates through another staffing firm without paying a liquidation fee (

13. Express will, at your written request, conduct criminal history checks as permitted by law. The charges will be agreed upon prior to ordering the background check.

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