



# Service Agreement

Thank you for the opportunity to provide your company with "Ready Access to Qualified People." The following outlines the terms and conditions of our **StarService**:

Client Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Street or PO Box City, State Zip Code

Accounts Payable Contact: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Client Authorized Hiring Manager(s): \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

Name: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Name: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

**Pre-approved Bill Rates:** All hourly bill rates for **StarTemps**® employees will be pre-approved with the Client authorized hiring manager prior to assignment starting.

**Temp-to-Direct hiring:** Clients may hire any **StarTemps**® employee at any time so long as it satisfies all of the following criteria: **1) StarTemps**® must be informed of the Client's interest and intent to hire **StarTemps**® employee, prior to Client extending any offer of employment; **2) The Client agrees to pay StarTemps**® a conversion fee as more fully set forth in the Employee Conversion Agreement, of 20% of the first year's annualized compensation of the employee upon hire; and **3) The Client must have paid all invoices for the employee being hired; and 4) The Client must pay the Employee Conversion Fee prior to the temporary becoming a direct Client employee, until payment is received we will continue to invoice on a weekly basis for services performed.**

**Conversion Credit for time worked:** **StarTemps**® will discount the 20% conversion fee by 1% for every 40 hours the **StarTemps**® employee has been on the Client assignment, i.e. employee works 400 hours on Client assignment the conversion fee would then only be 10%.

**Payment Terms:** Payment terms are net 15 days from the date of invoice. Conversion invoices must be paid before the employee may become a direct employee of the Client company.

**Terms and Conditions:** The Client agrees to the following terms and conditions, which appear, on our weekly time card:

- (1) Certifies that the above hours are correct and that the work was performed in a satisfactory manner.
- (2) Understands that the temporary help supplied by **StarTemps, Inc.** is the result of substantial expense on the part of **StarTemps, Inc.** in terms of time and money for the advertising, screening, testing and development of its personnel. Therefore in consideration for this service, Client agrees that if any employee named herein is employed by Client during temporary assignment or within nine months after the temporary assignment, Client will pay **StarTemps, Inc.** a conversion fee, consistent with the Employee Conversion Agreement, equivalent to our direct hire conversion fee of 20% of the first year's annualized compensation of the employee upon hire.
- (3) Confirms prior agreement between **StarTemps, Inc.** and Client with respect to the service performed hereunder and any future services that
  - (a) Client shall not entrust **StarTemps, Inc.** employee with unattended premises, cash, negotiables or other valuables or authorized such employee to install or service Client products or equipment or to operate machinery or motor vehicles without prior written permission from **StarTemps, Inc.** in each instance.
  - (b) **StarTemps, Inc.** insurance does not cover loss or damage caused by **StarTemps, Inc.** employees installing or servicing Client product(s) or equipment or operating Client-owned or leased motor vehicle(s) and Client therefore accepts full responsibility for and shall defend, indemnify and hold **StarTemps** harmless for any and all claims including, but not limited to, involving bodily injury, tangible and intangible property damage including real property, data, media, research and development, intellectual property or any other, fire, theft collision, cargo damage or public liability damage sustained or incurred as a result of damage or public liability damage sustained or incurred as a result of **StarTemps, Inc.** employees performing such tasks or driving such vehicle(s) or arising out of or involving violations by Client paragraph (3)(a) above. Any loss of use or business income including any extra expenses as a result is assumed by Client.
  - (c) **StarTemps, Inc.** is not responsible for claims made under its Fidelity Bond unless Client reports such claims in writing to it within 10 days after occurrence.
  - (d) Client shall defend, indemnify and hold **StarTemps, Inc.** harmless from any and all claims, fines, penalties, or assessments, including attorneys' fee incurred by **StarTemps, Inc.** as a result of any alleged violations of any Federal, State or local law, regulation or ordinance relating to health and safety and with respect to premise owned or controlled by Client and to which **StarTemps, Inc.** employees are assigned.
  - (e) In addition, Client shall indemnify and hold **StarTemps, Inc.** harmless for any and all claims arising out of the performance of **StarTemps, Inc.**'s employee duties on behalf of the Client.
  - (f) Unless otherwise agreed upon, the undersigned promises to pay **StarTemps, Inc.** at its lock box for all purchases within 15 days of the date of invoice and further agrees to pay service charges at the highest rate allowed by law on all amounts outstanding and not paid within the terms of sale. **StarTemps, Inc.** reserves the right to suspend the advance of credit under this agreement at any time without prior notice. In the event that it is necessary to place this account with an attorney or collection agency for collection, or suit is instituted on this account, such suit may be brought in Santa Clara County, California, at seller's option. The undersigned agrees to pay reasonable attorneys' or collection fees and cost in addition to the delinquent account including any service charges.
- (4) The Client recognizes **StarTemps, Inc.** employer-employee relationships with its personnel and accepts the obligation to discuss all matters concerning their employment, job assignment, pay procedures, etc. with **StarTemps, Inc.** Moreover, Client acknowledges that it has received a copy of **StarTemps'** Employee Handbook and agrees that it shall provide **StarTemps** personnel with a workplace free of hazardous materials and other unsafe working conditions, and free of unlawful harassment and/or discrimination. Client agrees that it shall immediately contract **StarTemps** in the event it has notice that **StarTemps'** employees are subject to of any unsafe working conditions or any unlawful harassment or discrimination.
- (5) Duplicates of time cards signed by Client, including but not limited to documents received via telecopier, Xerox copies or carbon copies, shall have the same force and effect as original, or "wet-signed," time cards, and shall be as binding on Client as the original would be. By signing this time card, Client waives any objection to the use of a duplicate of the time card in any judicial proceeding to recover payments due to **StarTemps, Inc.**

**Authorized Client Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Duplicates of this Service Agreement signed by client, including but not limited to documents received via telecopier, Xerox copies or carbon copies, shall have the same force and effect as original, or "wet-signed", Services Agreement, and shall be as binding on Client as the original would be. By signing this Service Agreement, Client waives any objection to use of a duplicate Service Agreement for any purpose in any judicial proceeding to recover payments due to **StarTemps, Inc.** or otherwise,

**Please fax signed agreement to: (925) 397-3170**