

## **TEMPORARY PERSONNEL SERVICES - TERMS & CONDITIONS**

The following terms and conditions form the basis for Beacon Hill Staffing Group supplying temporary personnel to client companies. The signature of the Client's agent on the face of a Beacon Hill time card or the electronic approval of hours on Beacon Hill's online timesheet management system constitutes full acceptance of the following terms and conditions. To the extent that this contract conflicts with any other signed written agreement between the Client and Beacon Hill Staffing Group, the conflicting provision of the other agreement shall control.

All hours worked by the temporary employee as a temporary employee will be for services performed on the Client's premises, unless otherwise directed by Client.

All assignments made pursuant to this agreement are made with the understanding that the Client will not employ or otherwise utilize, directly or indirectly, Beacon Hill Staffing Group's Temporary Personnel other than in accordance with this agreement. Client understands that Temporary Employees are a unique and valuable asset of Beacon Hill Staffing Group. Should the Client (or the Client's own Clients) who receive direct services by the Temporary Employee during the performance of this assignment find it advisable or desirable to transfer the Temporary Employee to the Client's (or the Client's own Client's) payroll the Client hereby agrees to pay Beacon Hill Staffing Group its standard placement fee, as calculated as a percentage of the candidate's starting salary.

Client agrees, for a period of 180 days after the last day for which Temporary Employee hours are reported (to Client), not to, alone or through an affiliate, directly or indirectly, hire, engage or utilize Temporary Employee or directly or indirectly hire, engage or utilize Temporary Employee through another staffing firm, unless otherwise agreed to by Beacon Hill Staffing Group.

Client shall not give Temporary Employee access to, or otherwise entrust Temporary Employee with, unattended premises, cash and other valuables or authorize such Temporary Employee to operate its machinery or motor vehicles, without prior written permission for each instance. Beacon Hill Staffing Group insurance does not cover loss or damage caused by Temporary Employee operating Client owned or leased motor vehicle(s) and Client accepts full responsibility for claims, including the defense thereof, involving bodily injury, property damage, fire, theft, collision, cargo, damage or public liability damage sustained or incurred as a result of Temporary Employee driving such vehicle(s), or existing out of, or involving, a violation by Client of this provision.

It is agreed that Temporary Employees have no signing authority on behalf of Client. Notwithstanding the foregoing, Beacon Hill Staffing Group shall not be liable for any documents signed by a Temporary Employee which binds or otherwise obligates Client.

Client agrees to pay all Beacon Hill Staffing Group invoices upon receipt. The balance of any invoice unpaid after thirty (30) days shall bear interest at the rate of one and one half percent (1 1/2 %) per month. In the event Client fails to pay any such invoice and legal action is required Client shall be liable for all costs of collection, including reasonable attorney fees.

It is agreed that neither Beacon Hill Staffing Group nor Beacon Hill Staffing Group's Temporary Employee will be responsible for physical loss or damage to, or loss of use of, machinery, equipment, materials or other property while in the care, custody or control of a Beacon Hill Staffing Group Temporary Employee.