

CONTRACT FOR THE PROVISION OF TEMPORARY LABOR

This Contract is made and entered into this **2nd Day of April 2007**, by and between **Allied Electric Force, Inc.** the **Temporary Labor provider**, hereinafter referred to as **"AEF"** and **Company Name** the **Temporary Labor Recipient**, hereinafter referred to as **"Contractor"**. In the City of **Tempe** in the State of **Arizona**.

WHEREAS, **"AEF"** is engaged in the business of providing its employees for **Temporary Work** assignments to business needing such services and:

WHEREAS, **Contractor** desires to enter into this Contract for the purpose of **"AEF"** providing such Temporary Labor upon the terms and conditions set forth herein:

1. **"AEF"** shall provide to **Contractor**, as and when requested by **Contractor**, persons skilled in the construction trade, for use by **Contractor** as a Construction Worker in **Contractor's** business. Provision of Temporary Labor shall commence on the date of this Contract set forth above.
2. Such Construction Worker shall at all times remain the employees of **"AEF"**. **Contractor** shall provide supervision on each job and assign work functions to be provided construction Worker as necessary to complete the job required. **Contractor** may remove Construction Worker from any job site for good cause, but may not terminate employment of any Construction Worker. Good cause shall be defined as any reasonable cause for excluding a worker from the job site, including lack of acceptable job skills, insubordination, irreconcilable differences with supervisors, failure to work at a reasonably acceptable pace, faulty workmanship, and completion of the job, but does not include any dispute with **"AEF"** over the terms of the Contract.
3. **Contractor** shall not pay any compensation for work to any Construction Worker directly; all such charges for labor shall be billed by **"AEF"** to Contractor, and **"AEF"** shall solely be responsible for payments to **"AEF"** Employee.
4. If requested, **Contractor** shall record working hours and job assignments for each Construction Worker provided by **"AEF"**, and shall promptly report that information to **"AEF"** as instructed by **"AEF"**. A report by Contractor to **"AEF"** is a certification that the hours of work recorded are correct and the work was performed in a satisfactory manner.
5. All charges for Construction Workers shall be in accordance with a schedule of charges provided by **"AEF"**. **Billing from "AEF" to Contractor shall occur on Monday of each week. Payment is due and payable upon receipt. "AEF" should receive payments no later than Wednesday of each week.**
6. **Both parties recognize that "AEF" has a business and proprietary interest in maintaining a skilled and experienced work force. Recognizing this need, Contractor agrees not to solicit for hire or hire on its payroll any employee of "AEF" during the period of this Contract and continuing thereafter. Contractor shall be liable to "AEF" for liquidated damages of \$5,000.00 per Construction Worker. "AEF" will inform its employees of this provision prior to their being sent to Contractor's job site.**
7. **Contractor** shall inform **"AEF"** within 10 working days from the date of any employee is furnished for work on **Contractor's** job if **Contractor** has any reason to question the skill or competence of any **"AEF"** employee to perform the job(s) assigned by **Contractor**. Failing this, every Construction Worker furnished by **"AEF"** shall thereafter be conclusively presumed to have the skills and experience necessary for completion of the job(s) assigned by **Contractor**. Should **Contractor** doubt that the

Construction Worker has the skills or experience to do any later job assignment, **Contractor** shall so inform **"AEF"** in advance of assigning any such job, and shall request assignment of another Construction Worker in his stead. Absent **Contractor** compliance with this provision, it shall be conclusively presumed that any failure of the Construction Worker of **"AEF"** to properly complete an assigned job shall be due to failure or lack of supervision by **Contractor**.

8. **"AEF"** shall not be liable for any damages to **Contractor**, and **Contractor** agrees to indemnify **"AEF"** against any liability asserted by third parties against **"AEF"**, which is due to any failure of **Contractor** to properly supervise the work of **"AEF"** Construction Workers.
9. **When necessary, the Construction Worker will be required to operate** Contractor's machinery, equipment or vehicles, and any loss resulting from such operation must be insured by **Contractor** and will not be insured by **"AEF"**. Contractor shall indemnify and hold **"AEF"** harmless from any claims by third parties arising out of such operations.
10. **Contractor** will furnish all Construction Workers provided by **"AEF"** with a safe place to work complying OSHA regulations that may be applicable. Contractor agrees to hold **"AEF"** harmless from any OSHA or similar citation that may be issued for **Contractor's** job site.
11. Signatures to this Contract may be evidenced by facsimile, and copies of this Contract containing facsimile signatures shall be, and copies of this Contract containing facsimile signatures shall be treated as original documents. Documents with original signatures will be provided to the other party upon request.

Allied Electric Force, Inc.

Company Name

By: _____

By: _____

Date: _____

Date: _____