

CONSTRUCTION RECRUITERS AMERICA, INC.

SERVICE AGREEMENT

This AGREEMENT made between Client and Construction Recruiters America, Inc. (hereinafter referred to as "CRA")

DURATION OF CONTRACT

This contract shall commence on the date it is fully executed and continue for a period of one year. Thereafter either party may terminate this agreement by providing the other thirty (30) days written notice which will commence at the end of the next calendar month. Both parties agree to the following terms and conditions for service rendered by CRA.

TERMS OF CONTRACT

Client agrees to a contract period of one hundred and eighty (180) days worked per employee assigned to the Client. Client also agrees not to hire any CRA employee directly onto Client's payroll within six (6) months of completion of this agreement, without prior written authorization from CRA.

CRA and Client acknowledge and will agree with prior written agreement to a labor (pay) rate and invoice (bill) rate for CRA' employees. CRA shall be solely responsible for all payroll functions for the employee's assigned to the Client, including the payment of wages, withholding, reporting, and payment of all applicable payroll taxes, and supply Workman's Compensation and General Liability Insurance coverage as required by law, CRA may assign all payroll functions for the employee's assigned to the Client, including the payment of wages, withholding, reporting, and payment of all applicable payroll taxes, and supply Workman's Compensation and General Liability Insurance coverage as required by law to affiliates and/or its subsidiaries. Client billing and all payments for services rendered will be facilitated through CRA for all states.

The CRA employee is an at-will employee and may be terminated with or without cause at anytime, in accordance with applicable state and federal laws. If an employee's assignment terminates for any reason, CRA will endeavor to fill or re-fill that position to the Clients full satisfaction at the request of the Client.

Client shall be solely responsible for directing and/or supervising any CRA employees' on-site activities and shall retain full control over the means and methods of work at the jobsite. Client shall assign to CRA employees only duties, which are consistent with CRA employee's skills and abilities as determined by CRA. Client agrees to not entrust employees with unattended premises, cash, checks, negotiable(s) or other valuables without prior written permission from CRA. CRA will not be responsible for errors/omissions on background checks and/or reference checks.

CRA and Client acknowledge it is the policy to return injured workers to productive work, although not necessarily to their pre-injury duties, as early as possible during their recovery. This type of work is often referred to as "modified-duty work." CRA has adopted this policy because employees who remain off work for long periods of time not only affect the Client's productivity and CRA's workers' compensation costs; they often experience slow healing and a loss of self-esteem. Within the requirements of their treating medical providers, the limitations of the law, and the economic and physical limitations of our own properties, CRA and the Client will make every effort to provide meaningful work wherever and whenever possible. Any recovering employee who is offered a physician-approved, modified-duty position will be required to accept the offer.

CRA's Safety Director will work with the treating medical provider to determine if the tasks involved in the injured workers regular job duties are able to be performed under any restrictions set forth by the treating medical provider. If the restrictions set upon the injured worker restrict him/her from performing his/her regular job duties, other options will be discussed with the Client and assessed if possible.

TERMS OF PAYMENT

IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT CLIENT'S SIGNATURE HERE ON; IN NO WAY OBLIGATES CLIENT UNTIL SUCH TIME AS CRA'S EMPLOYEE REPORTS FOR WORK.

Client agrees to pay CRA the bill rate per hour (AS PER THE SIGNED QUOTE), for the employees provided by CRA multiplied by the number of hours worked by such employees, except as otherwise agreed in writing. Client is solely responsible for verifying the accuracy of the records of actual time worked by CRA employees. If Client requires a CRA employee to transfer to another jobsite during the workday, Client agrees to notify CRA immediately and Client agrees to pay CRA for each employee whom uses a personal vehicle for the transfer, the total number of miles multiplied by \$.50.5 per mile, and the employee's hourly bill rate for time spent driving. All mileage is paid out to the CRA employee. CRA will bill Client weekly.

Client understands invoices are due and payable net seven (7) days. Disputed invoice must be brought to the attention of CRA (in writing) within five (5) business days of invoice date. In the event a portion of any invoice is disputed, the undisputed portion shall be paid. Monthly late charges at the rate of two percent (2%) monthly (APR 24%) or the maximum legal interest rate whichever is higher will be added to the outstanding balance on all invoices not paid in full after fourteen (14) days. CRA will remove employees from any job site if invoices are not paid in full AS PER THE TERMS OF THIS AGREEMENT. CRA reserves the right to place a preliminary lien notice on all job sites. If any action is taken to collect a debt in any state, federal or bankruptcy court to enforce the terms of this Agreement, CRA shall be entitled to recover its attorney's fees, which shall be payable whether or not the action is prosecuted to judgment. This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

Prevailing Wage Projects: It is the responsibility of the Client to provide CRA with Prevailing Wage Rate information prior to any employee (s) being sent to a job site. Client agrees to pay all Prevailing Wage Bill Rates for the specific Prevailing Wage project. Fringe will be taxed according to the applicable tax rates in the state where the Prevailing Wage project is located. Client agrees to reimburse CRA for any penalty, cost or fine incurred by CRA due to the fault of the Client, for failure to pay employees the correct Prevailing Wage Rate according to the Project's requirements.

INSURANCE AND HOLD HARMLESS CLAUSE

Client agrees that CRA is neither a guarantor, nor insurer and will not be liable for any injury, loss or damage to persons or property that may arise from the performance or non-performance of the work by or the conduct of any other person at the job site. Client will defend and agrees that CRA will not be liable to it or any other person or entity for any claims, losses liabilities or costs, which shall be the exclusive responsibility and cost of Client, relating to any injury, loss or damage to persons, or property arising out of any and all wrongful or negligent acts committed by Client under Client's supervision, direction and/or control including violations of federal, state or local laws or regulations, but excluding CRA employees Worker's Compensation claim if employee is working in the assigned class code.

Client will indemnify CRA against any and all workers' compensation or employer liability claims arising out of any group transportation supplied or paid for by Client allowing for the transporting or conveying of any employee on the back of or on the outside of a vehicle. Client will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of service for Client.

LIMITATION OF SERVICE

Client will not request or require any CRA employees to operate machinery, equipment (without providing the necessary training and/or certifications completed and documented by Client and that Client keeps CRA informed, in writing, of employees including names and locations of who will be receiving the training and/or certifications) or vehicles off the project site, unless Client delivers to CRA (in advance) an insurance policy acceptable to CRA, naming CRA as additional insured and a CRA employee, qualified by Client to operate Client's vehicles.

Client agrees to comply with all applicable laws and ordinances relating to health and safety, and agrees to provide any safety equipment, clothing or device necessary or required by law for any work to be performed or used by CRA employees in the performance of similar work. Client shall establish and enforce a health and safety program and shall maintain the work-site in a safe and hazard free condition. Client agrees to indemnify and hold harmless CRA for claims, damages or penalties arising out of violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to workplace or equipment owned, leased or supervised by Client and to which employees are assigned. Client also agrees to maintain the workplace safe and free from discrimination and unfair labor practice.

Again, it is expressly agreed and understood that Client's signature here-on in no way obligates Client until CRA actually provides employees. A principle of the Client must sign the Service Agreement. By signing below, the Client acknowledges that he/she has read and understands the terms and conditions contained herein and agrees to such terms. This agreement shall take effect and constitute a binding contract between the parties only when signed by an authorized representative of CRA.

This AGREEMENT made this _____ day of _____, 20_____:

CLIENT: CLIENT NAME (Business) _____

PRINTED NAME _____

ACCEPTED BY (SIGNATURE) _____ TITLE _____

CONSTRUCTION RECRUITERS AMERICA, INC. PRINTED NAME _____

ACCEPTED BY (SIGNATURE) _____ TITLE _____