

ACCESS

Construction Estimators Access

EIN: 42-2814141

SERVICE AGREEMENT This Service Agreement ("Agreement") is entered into between
Company Name: _____ (the "client"), located at;

Company Full Address:

and Richard Bruce Humphrey dba Construction Estimators Access, LLC., a service provider,
located at 1274 NE Garden Road, Madison, FL, 32340 ("Service Provider") on _____, 20__.

1. Scope of Services. The service provider agrees to provide the following services to the client: CEA provides employers with recruiting, sourcing, and screening services for permanent and freelance employment positions as listed.

2. Compensation:

Option A – Recruiting & Sourcing for Full-Time Permanent Employment Positions

Type of Position	Retainer	Employment Fee	Total
1. Fully Remote	\$500 +	\$5,000	\$5,500
2. Limited Remote	\$700 +	\$7,000	\$7,700
3. In-Office or Hybrid	\$900 +	\$9,000	\$9,900

Services include CEA Networking, Passive Estimator Searches, CEA Featured Job Posting with up to Five US Locations, Job Broadcasting, Applicant Prescreening, Comprehensive Candidate Screening, Professional References Checked, and Candidate Engagement.

Employment Fees are invoiced on any hired Candidate's Date of Employment.

Option B - Recruiting & Sourcing for Freelance Positions

\$500 - Services include CEA Networking, Passive Estimator Searches, CEA Featured Job Posting, Job Broadcasting, Applicant Prescreening, Comprehensive Candidate Screening, Professional References Checked, and Candidate Engagement.

\$12,500 Employment Fee - Fee applies to any Freelance Estimator (that was introduced by CEA) hired by the Client for a permanent position and will be invoiced on the date of employment.

Option C - Posting for Pending Positions

FREE/No Charge - Postings that are contingent on potential opportunities. These postings will be queued in the CEA database so CEA Estimators can get a first look at them and indicate interest until the position becomes activated or canceled.

> All job orders undergo an approval process for three reasons:

- *Editing for increased results*
- *CEA does not cater to any other professions, including construction, which results in these job orders being rejected.*
- *CEA does not collaborate with staffing firms and agencies, leading to a similar rejection.*

3. Term. This Agreement will continue until the services are completed or until terminated by either party.

4. Service Provider. Richard Bruce Humphrey dba Construction Estimators Access, LLC. is a service provider and not an employee of the "client". The service provider will not be entitled to any employee benefits or protections, including but not limited to workers' compensation, unemployment insurance, or health insurance.

5. Confidentiality. The service provider agrees to use the Client's confidential information solely for the purpose of performing the Services under this Agreement. The service provider further agrees to take all necessary measures to safeguard the Client's confidential information, including but not limited to implementing reasonable physical and electronic security measures. If the service provider is required by law or regulation to disclose any of the Client's

confidential information, the service provider agrees to notify the Client promptly in writing, to the extent permitted by law, and to cooperate with the Client in seeking a protective order or other appropriate remedy. The service provider shall disclose only that portion of the confidential information which is legally required to be disclosed. The service provider acknowledges that any unauthorized use or disclosure of the Client's confidential information may result in irreparable harm to the Client, for which the service provider may be held liable. The service provider agrees to indemnify and hold harmless the Client from any and all claims, damages, or expenses arising from the service provider's breach of this confidentiality provision. This obligation of confidentiality shall survive the termination or expiration of this Agreement.

6. Intellectual Property. The service provider acknowledges that all intellectual property rights, page 1/4 including but not limited to copyrights, patents, trademarks, trade secrets, and other proprietary information, in any work or materials created by the service provider in connection with the Services will be the sole property of the Client. The service provider hereby assigns and transfers to the Client all such intellectual property rights, including the right to sue and recover for past and future infringements.

7. Indemnification. The service provider agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents from any and all claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising from or in connection with the service provider's performance under this Agreement, except to the extent that such claims, liabilities, damages, costs, and expenses are caused by the gross negligence or willful misconduct of the Client. The service provider's obligation to indemnify the Client shall include, but not be limited to, any claims or actions arising from the service provider's breach of this Agreement, the service provider's violation of any law or regulation, or the service provider's infringement of any third-party intellectual property rights. In the event that any claim or action is brought against the Client by a third party, the Client shall promptly notify the service provider in writing of such claim or action and shall provide the service provider with reasonable cooperation and assistance in defending such claim or action. The service provider shall have the right to assume control of the defense of any such claim or action at its own expense, and the Client shall have the right to participate in the defense of any such claim or action at its own expense. This indemnification provision shall survive the termination or expiration of this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Any legal action arising out of or in connection with this Agreement shall be brought exclusively in the state or federal courts located in Florida, and the parties consent to the personal jurisdiction of such courts. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action. This governing law provision shall apply to any and all disputes arising out of or in connection with this Agreement, including but not limited to any claims arising from the service provider's performance under this Agreement or any alleged breach of this Agreement by either party.

9. Entire Agreement. This Agreement constitutes the entire understanding between the "client" and the "service provider" with respect to the services to be performed by the service provider for the client and supersedes all prior negotiations, understandings, and agreements between the parties.

10. Modification. This Agreement may not be modified except in writing signed by both parties.

11. Termination. Either party may terminate this Agreement at any time for any reason upon written notice to the other party. Upon termination, the service provider agrees to return all client's property and to complete any outstanding work to the satisfaction of the client.

12. Non-Solicitation. The service provider agrees that during the term of this Agreement and for a period of 90 days after its termination, the service provider will not solicit or attempt to solicit any client, customer, or employee of the client for any reason.

13. Notices. All notices required or permitted under this Agreement will be in writing and delivered by hand, email, or certified mail, return receipt requested, to the addresses set forth in this Agreement or to such other address as a party may specify in writing.

14. Assignment. The service provider may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the client. Any attempted assignment without such consent will be void.

15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

16. Reimbursement of Expenses. The service provider agrees that it will not be reimbursed for any expenses incurred in connection with the performance of the Services. The service provider acknowledges that the fees paid under this Agreement include compensation for all expenses incurred in connection with the Services, and that the service provider will be solely responsible for any such expenses. The service provider further agrees to indemnify and hold harmless the Client from any and all claims, damages, or expenses arising from the service provider's performance of the Services, including any expenses that the service provider incurs in connection with the Services. The service provider acknowledges that it is solely responsible for obtaining any necessary insurance coverage to protect itself against any such claims, damages, or expenses.

17. Additional Notes & Disclaimers:

- *CEA cannot and does not guarantee any Estimators will be hired when using our services!*
- *Clients authorize CEA to edit & use job orders/requisitions to create postings and advertisements.*
- *If an Estimator Hire is already in the Client's candidate pipeline but has not been formally Offered a position by the Client, the Client agrees to pay all the CEA fees associated with that hire.*
- *If a Client directly hires an Estimator who was sourced through a CEA posting or broadcast, the Client agrees to pay all applicable CEA fees associated with that hire.*
- *If an Estimator is hired and then terminated during the first three (3) months of employment, CEA will make every effort to replace the Terminated Hire for a period of three months free of charges.*
- *Employing Company, any Subsidiary, or any Business Unit of an Employing Company may be referred to as the Client.*
- *Estimator candidates are "NOT" exclusive to one Client. All other Clients are free to make offers at any time.*
- *CEA does not perform Background Checks.*
- *ALL Fees are due on receipt of each respective invoice and no fee is refundable.*
- *Only release candidate information provided to the identified employer in accordance with the Family Educational Rights and Privacy Act (FERPA).*

18. Waiver. The failure of either party to enforce any provision of this Agreement will not be deemed a waiver of that provision or of the right to enforce it.

19. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

20. Survival. The provisions of this Agreement that by their nature should survive termination of this Agreement will survive, including but not limited to Sections 4 (Service Provider), 5 (Confidentiality), 6 (Intellectual Property), 7 (Indemnification), 11 (Termination), 12 (Non-Solicitation), 16 (Reimbursement of Expenses), 17 (Additional Notes & Disclaimers), and 18 (Severability).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client Representative - Signature:

Client's Representative - Print Name:

Signer's Position:

Date:

CEA Officers Signature :

CEA Officers Name : Richard Bruce Humphrey

Signer's Position: Principal

Date: