

Hamilton Labor, LLC (DBA Axis Staffing) General Staffing Agreement

AXIS STAFFING, with its principal office located at 8950 SW 74th Court, Suite 1612, Miami FL, 33156 ("AXIS STAFFING"), and _____, with its principal office located at _____ ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

Axis Staffing's Duties and Responsibilities

1. Axis Staffing will
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on under CLIENT's supervision at the locations specified;
 - b. Pay Assigned Employees' wages and provide them with the benefits that Axis Staffing offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;
 - d. Require Assigned Employees to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and

CLIENT's Duties and Responsibilities

2. CLIENT will
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Axis Staffing's express prior written approval or as strictly required by the job description provided to Axis Staffing ;
 - c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without Axis Staffing's express prior written approval; and
 - e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Bill Rate Schedule

Job Title / Description	Hourly Bill Rate
General Labor- supervised clean up, sweeping, garbage pick up	CALL FOR RATES
Semi-skilled Labor – supervised labor, uses contractor tools, has good knowledge of task/skill, heavy lifting, operate basic machinery i.e. forklifts, pallet jacks, graders etc.	CALL FOR RATES
Skilled Labor – uses own tools (basic hand tools, saws and drills, etc**specialty tools provided by contractor**) has good knowledge of trade, requires little to no supervision	CALL FOR RATES
All other Positions	Min. 57% Mark up on pay Rate

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay Axis Staffing for its performance at the rates set forth and will also pay any additional costs or fees set forth in this Agreement. Axis Staffing will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes Axis Staffing to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Axis Staffing will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as Axis Staffing is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than AXIS LABOR during or within 60-90 days after any assignment of the Assigned Employee to CLIENT from Axis Staffing , CLIENT must notify Axis Staffing and continue the Assigned Employee's assignment from Axis Staffing for his or her next 480-720 consecutive work hours for CLIENT; or (b) pay Axis Staffing a fee in the amount of .50 times the final billing rate for that Assigned Employee.
6. In addition to the bill rates specified in Bill Rate section of this Agreement, CLIENT will pay Axis Staffing the amount of all new or increased labor associated with CLIENT's Assigned Employees that Axis Staffing is legally required to pay—such as increased minimum wages, benefits, payroll taxes, social contributions, or charges linked to benefit levels—until the parties agree on new bill rates.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other



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than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to Axis Staffing as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, Axis Staffing will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Axis Staffing's Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of this Axis Staffing or Axis Staffing's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CLIENT will defend, indemnify, and hold Axis Staffing and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five (5) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

14. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. CLIENT will not transfer or assign this Agreement without Axis Staffing's written consent.
21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

23. This Agreement will be for a term of 365 days from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 48 hours written notice.

Reports

Optional Provisions

At no additional cost to CLIENT, Axis Staffing will generate and deliver to CLIENT the following reports, at the indicated intervals: _____

Background Checks

At CLIENT's expense, Axis Staffing will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT

No Background Checks required

The following Background Checks are required: _____

Guarantee

Axis Staffing guarantees that the Assigned Employees that Axis Staffing recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets Axis Staffing know within 2 hours maximum time for notice, Axis Staffing will not charge for the first 2 hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.



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CLIENT-Recruited Employees

Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with Axis Staffing , CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to Axis Staffing , there to be employed and assigned back to CLIENT. The terms of this Agreement will be modified with respect to CLIENT-Recruited Employees in the following ways:

_____.

Minimum Hours Per Day

If CLIENT limits an Assigned Employee's work day to fewer than 4 hours, Axis Staffing may deem that day to include 4 hours of time worked and may bill CLIENT 4 hours if Axis Staffing pays the Assigned Employee for the 4 hours.

Nature of Relationship

The services that Axis Staffing will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Axis Staffing and CLIENT.

Headings

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

Arbitration

Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to Axis Staffing's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

This agreement will be governed by and construed in accordance with the laws of the state of Florida, without reference to any conflicts of law principles thereof.

Assignment of Agreement

CLIENT shall not transfer or assign this Agreement without the written consent of Axis Staffing , and any attempted assignment without such consent shall immediately terminate this Agreement.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

Client Signature	Name Printed	Title	Date
Axis Staffing Signature	Axis Staffing Name Printed	Title	Date

