

CONTRACT TERMS**Labor Finders International Inc. d/b/a 'Labor Finders'**

Customer hereby requests that *LABOR FINDERS* ("*LF*") extend credit to Customer for contract labor and services as may be approved by *LF*, and in consideration of *LF* furnishing any such labor. Customer agrees to the following terms and conditions.

1. *LF* will invoice Customer for all fees and expenses due to *LF* for the services provided under this Account Agreement. Customer's signature on work orders certifies that the hours shown are correct and the work was performed to Customer's satisfaction, and authorizes *LF* to bill Customer for the hours worked.

2. *LF* reserves the sole right to establish the wages and fringe benefits, if any, of its employee and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Worker's Compensation Insurance as required by state law.

3. Customer agrees to notify *LF* immediately whenever any *LF* employee performs any work under a Government Contract, and agrees to pay any such employee by reason of any Government contract or the contract specifications.

4. Customer agrees that it will not, without the prior written consent of *LF*, utilize *LF* employees to operate machinery, equipment, or vehicles not covered by the Customer's liability and property damage insurance; to operate dangerous or unprotected machinery; for excavation where proper shoring and protection are not provided; for any work on ladders or scaffolds; or as a member of the crew of any vessel, or in maritime work upon the navigable waters of the United States that might be subject to the United States Longshoreman's and Harbor Worker's Compensation Act or the Jones Act.

5. Customer agrees to comply with all applicable laws and ordinances relating to health and safety, and in particular agrees and undertakes to provide any safety equipment, clothing, or devices necessary or required by law for any work to be performed or used by Customer's employees in the performance of similar work. Customer agrees to indemnify and hold harmless *LF* for claims, damages, or penalties arising out of the violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to work, places, or equipment owned, leased, or supervised by Customer and to which employees are assigned.

6. Customer acknowledges that *LF* insurance does not cover claims of *LF* employees under the Jones Act, damage to, loss of, or loss of use of Customer's owned, non-owned, or leased vehicles (including contents and cargo), machinery, equipment, or material while being used by, or in the care, custody, or control of *LF* employees, and that *LF* does not assume liability for claims of *LF* employees under the Jones Act for damage to, loss of, or loss of use of Customer's owned, non-owned, or leased vehicles (including contents and cargo), machinery, equipment, or material while being used by, or in the care, custody, or control of *LF* employees.

7. To the extent authorized under Texas law, Customer assumes and agrees to indemnify and hold harmless *LF* from any claims for bodily injury (including death), or loss of, or loss of use of, or damage to property arising out of the use or operation of Customer's owned, non-owned, or leased vehicles, machinery, or equipment by *LF* employees, and from any claims of or on behalf of employees brought under, or by virtue of their employment as a seaman, or as a member of the crew of any vessel.

8. Customer agrees that it will not entrust *LF* employees with unattended premises, cash, and checks, negotiable or other valuables without the prior written permission from *LF*. *LF* will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to *LF* and to the local police by the Customer within fourteen (14) days after notice of loss.

9. Customer agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after thirty (30) days, after which a default charge will be imposed at one and one-half percent (1-1/2%) per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) OR THE MAXIMUM LEGAL INTEREST RATE, WHICHEVER IS LOWER. Customer agrees to pay the default charge together with reasonable attorney's fees for cost of collection. (Specifically including but not limited to contingency fees of up to 1/3 of the account balance.) No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

10. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving three (3) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

11. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

12. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract

13. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

14. Right to Audit: Labor Finders agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Labor Finders which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Labor Finders agrees that licensee shall have access during normal working hours to all necessary Labor Finders facilities and

shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Labor Finders reasonable advance notice of intended audits.

15. Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

16. Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Lastly, upon execution of this Contract, please provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract. You are welcome to provide the certificates now, if available with the minimum coverage amounts as indicated above, to expedite the process with the contract changes.

17. Customer agrees that LF has made substantial investments recruiting its employees and placing them for assignment. Customer further agrees offering employment to any LF employee without making acceptable arrangements with the LF Branch Manager will result in a \$2,000.00 charge applied to customer's account.

18. Agents: Customer shall be fully responsible and liable for labor furnished to it including all orders made by it or by any and all other persons with Customer's written or verbal authorization.

19. Default: Upon default in payment of any charges on Customer's account, the entire unpaid balance of Customer's account shall, at LF option, but WITHOUT NOTICE OR DEMAND, become immediately due and payable. Should the amount owing on the account be referred to any attorney or other agency for collection, Customer agrees to pay all reasonable attorney's fees, collection costs, and court costs incurred by LF. Acknowledging that any extension of credit shall be adequate consideration, Customer hereby waives, as to any unpaid account balance, all rights to exemption under the Constitution and the Laws of the State of Florida, the State of Texas, and any other state to the extent allowed by law.

20. Waiver: Customer agrees (a) that LF waivers of or acquiescence in any default shall not constitute waiver of any subsequent or other default, (b) that all rights and remedies there under are cumulative and not alternative, (c) that time is of the essence, and (d) that LF may at any time, WITHOUT NOTICE to Customer, REDUCE OR ADJUST ANY CREDIT LIMIT extended to Customer, DECLINE TO SELL ANY ITEM TO PURCHASER

21. Credit Investigation: Customer authorizes all banks and businesses with whom Customer has done or is doing business to disclose to *LF* to obtain credit reports from credit reporting agencies and to reinvestigate Customer's credit status as *LF* may deem necessary.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

LABOR FINDERS:

By: 
DAN A GATTIS

Printed Name: DAN A GATTIS

Title: County Judge

By: 

Printed Name: VINCE LEGGETT

Title: GENERAL MANAGER