



# SERVICE AGREEMENT

### Client Information (Client)

Client Name:			
Address:	City:	State:	ZIP:
Mailing Address (If different from Address):	City:	State:	ZIP:
Main Phone:	Main Fax:	Website:	
<b>Contact Information</b>			
Main Contact:	Main Contact Phone:	Main Contact Email:	
<b>Billing Contact Information</b> (Mountain Temp Services, LLC will email all Invoices weekly to the following email address or Main Contact Email address)			
Billing Contact:	Billing Contact Phone:	Billing Contact Email:	

Services Provided			Bill Rate
<input type="checkbox"/> Laborer/Skilled Laborer	<input type="checkbox"/> Carpenter	<input type="checkbox"/> Light Industrial	\$ _____.
<input type="checkbox"/> Hotel Worker	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Administrative	Mark up percentage: _____ %
<input type="checkbox"/> Other: _____			

Overtime rates shall be 1 and 1/2 times the stated rate and shall be charged for any employee working in excess of 40 hours per week from Monday to Sunday, and if required by applicable law, for any employee working more than 12 hours per work day or more than 12 consecutive hours without regard to the starting and ending time of the workday, whichever calculation results in the greater payment of wages.

Mountain Temp Services, LLC, MTS Mobile Staffing Services, LLC, Mountain Professional Staffing Services, and/or Mountain Professional Cleaning & Janitorial Services ("MTS") agree to provide Client with employee(s) to accomplish the particular tasks and assignment requested by Client ("Assignment"). Client will be billed weekly for such services rendered and agrees to pay all invoices upon receipt.

Client's signature on or approval of timesheets certifies that the hours shown are correct and that the work was performed to Client's satisfaction and authorizes MTS to bill Client for the hours worked by the named employee assigned to Client. In the event a portion of any invoice submitted by MTS is disputed, the undisputed portion shall be paid by Client. Client agrees to promptly notify MTS immediately whenever any MTS employee assigned to Client performs any work under a government contract, and Client agrees to pay to MTS a price differential to reflect the higher wages that may be due any such employee by reason of any government contract law or contract specifications.

Failure to pay in full any invoice within 30 days of the invoice date shall constitute default under this Service Agreement ("Agreement"). Interest shall accrue at a rate of 1.5% a month on the entire outstanding balance of any invoice under default from the original date of such invoice until paid in full. If a dispute arises on the balance owed, Client agrees to pay all undisputed balances as they come due. If Client fails to pay MTS for any services provided and invoiced under this Agreement, and, to the fullest extent permitted by law, MTS shall also be entitled to recover reasonable attorney's fees and costs and expenses of collection and/or litigation. As collateral securing all obligations of Client to MTS, Client grants MTS a security interest in all accounts, inventory, equipment, investment property, chattel paper, instruments, documents and general intangibles now owned or hereafter acquired.

To the extent permitted by law, and except for claims, losses, and liabilities expressly disclaimed by MTS as provided below, MTS agrees to indemnify and hold harmless Client and its affiliates and its or their current and former partners, owners, directors, officers, employees, agents, contractors and/or representatives from any and all liability, costs and/or expenses (including without limitation, attorneys' fees) for any and all loss, damages, liabilities, causes of action or claims based on, arising out of, or in any manner connected with any unauthorized, unlawful or negligent acts or omissions of MTS or MTS employees related to services provided under this Agreement. Client agrees to indemnify and hold harmless MTS and its affiliates and its or their current and former partners, owners, directors, officers, employees, agents, contractors and/or representatives from any and all liability, costs and/or expenses (including without limitation, attorneys' fees) for any and all loss, damages, liabilities, causes of action or claims based on, arising out of, or in any manner connected with any unauthorized, unlawful or negligent acts or omissions of Client or Client's affiliates and its or their current and former customers, partners, owners, directors, officers, employees, agents, contractors and/or representatives, related to services provided under this Agreement.

MTS expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from: Client's failure to supervise, control, or safeguard premises, processes, or systems, or, without MTS's express prior written approval, entrusting MTS employees assigned to Client with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables; Client requesting or permitting MTS employees assigned to Client to use any vehicle, regardless of ownership, in connection with the performance of services for Client unless MTS has given its express prior approval in writing; claims by MTS employees assigned to Client for benefits, damages, contributions, or penalties under any employee benefit plan, fringe benefit plan, or personnel policy sponsored and maintained by Client, whether or not Client's plans exclude such MTS employees from coverage; promises of increased compensation made by Client to MTS employees assigned to Client; claims by any person relating to any Client product or service; Client's making substantial changes in the MTS employee's job duties or risks without MTS's prior written approval; claims by any person based on allegations that Client's business activities damaged the environment; the conduct of Client's officers, employees, and agents; failure by Client to provide MTS employees with a safe worksite or to provide information, training, and personal protective and/or safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite,

Initial \_\_\_\_\_

Date \_\_\_\_\_



## SERVICE AGREEMENT

whether or not required by law; acts or omissions of any MTS employee assigned to Client in the furtherance of Client's particular business; claims for special, indirect, consequential, punitive, or lost profit damages.

MTS agrees to provide general safety training to its employees in accordance with its Safety Policy, a copy of which will be provided to Client. MTS will generally inform employees how to report work-related injuries and illnesses and any workplace hazards. MTS will provide only the following personal protective equipment to its employees, as necessary for the Assignment: hard hat, safety glasses, gloves, safety vests and ear protection as needed. MTS expects Client, and Client agrees, to provide to MTS employees, prior to the actual commencement of work, any other personal protective equipment appropriate to such site-specific hazards, materials, equipment and/or conditions.

Client agrees to provide site-specific safety training for employees, in a language the employees understand, and which is identical or equivalent to that provided to Client's own employees performing the same or similar work. Client's training of the MTS employees must, at minimum, cover any and all Client safety rules, hazards at Client's workplace, site/hazard-specific personal protective equipment use, operation, and maintenance, site-specific conditions and materials (including, but not limited to, hazardous materials/chemicals/substances), safe use and operation of tools/equipment/machinery, how to report work-related illnesses and injuries, how to report workplace hazards, and emergency procedures. Client agrees to provide MTS with information about its safety policies and training and to inform MTS when site-specific training for MTS employees has been completed. If Client would like an MTS employee to perform any tasks outside the scope of the Assignment, Client must receive advance written approval from MTS for such change. MTS and Client must determine whether the employee is properly trained and equipped for any new tasks requested prior to the commencement of any new work and/or work outside the scope of the Assignment.

MTS will conduct periodic site visits and maintain contact with its employees at Client's locations to confirm its employees are not working outside the scope of the Assignment (except as specifically approved in writing and in advance of the work at issue), and to review Client's site-specific safety training and programs. MTS retains the right to remove MTS employees from a working environment which MTS, in its sole discretion, deems unsafe. Return to work will be contingent upon Client's remediation of the unsafe work condition to the satisfaction of MTS.

Client agrees to set up a process by which MTS employees can report work-related injuries and illnesses promptly to Client, and Client must inform each MTS employee of such process. Client and MTS agree to promptly inform the other party about any known work-related injuries or illnesses of MTS employees at Client's location(s). MTS will ensure that all reported injuries and illnesses are handled in accordance with the Colorado Workers Compensation Act. Client, as the supervising employer that supervises the employees on a day-to-day basis, agrees to maintain all occupational illness and injury records related to MTS employees, including but not limited to, OSHA 300 logs (and related OSHA documents), and to promptly make such records available upon request of MTS, governmental agencies, such as the Occupational Safety and Health Administration ("OSHA"), or any MTS employee or employee representative.

Client agrees to directly supervise, on a day-to-day basis, each MTS employee assigned to Client and agrees to evaluate each MTS employee's job performance, including, but not limited to safe performance of work duties. If work performed by any MTS employee is not satisfactory, Client should contact MTS within 2 hours of the job starting time, and Client will not be charged for the services. Otherwise, MTS requires a six (6) hour minimum billing charge.

Client agrees that it will not entrust any MTS employees assigned to Client with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the express prior written permission of MTS and then only under MTS's direct supervision, control, and/or terms.

Client acknowledges the considerable cost and expense incurred by MTS to advertise for, recruit, evaluate, reference check, train, and retain its temporary employees. Accordingly, in consideration for the services provided by MTS, Client agrees that in the event the employee is hired directly by Client and/or employed by Client within 90 days from the last day of work recorded with MTS, Client shall pay to MTS a conversion fee of: \$1,250.00 or 5% of employee's future annual wages, whichever is greater.

### Client

Name: \_\_\_\_\_

MTS Branch: \_\_\_\_\_

### Authorized

Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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In consideration of the services to be delivered by MTS hereunder, the undersigned principal of the above described corporation, limited liability company, partnership or individual ("Guarantor"), hereby absolutely and unconditionally personally guarantees and promises to pay to MTS, on demand, after default any and all obligations of Client owed to MTS under this Agreement plus, to the fullest extent permitted by law, interest hereon at such rate set forth above and all costs, expenses and reasonable attorney's fees incurred by MTS in its efforts to collect such obligations. I jointly and severally agree to be personally liable for any and all amounts due if Client defaults on its payment obligations.

### Guarantor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# CREDIT APPLICATION

◆ All information supplied is strictly confidential ◆

| Client Information                                                                                                                                                 |        |                                                                                                                                                                       |                                 |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------|
| Client Name:                                                                                                                                                       |        |                                                                                                                                                                       | Years in Business:              |      |
| Address:                                                                                                                                                           |        | City:                                                                                                                                                                 | State:                          | ZIP: |
| Mailing Address (If different from Address):                                                                                                                       |        | City:                                                                                                                                                                 | State:                          | ZIP: |
| Phone:                                                                                                                                                             | Fax:   |                                                                                                                                                                       | Email:                          |      |
| Organization:<br><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual                                     |        | Type of Business:                                                                                                                                                     | How long at this address?       |      |
| FEIN:                                                                                                                                                              |        | Line of Credit Requested:                                                                                                                                             |                                 |      |
| Principal Information 1                                                                                                                                            |        |                                                                                                                                                                       |                                 |      |
| Principal Name:                                                                                                                                                    |        | Date of Birth:                                                                                                                                                        | Social Security Number:         |      |
| Address:                                                                                                                                                           |        | City:                                                                                                                                                                 | State:                          | ZIP: |
| Principal Information 2                                                                                                                                            |        |                                                                                                                                                                       |                                 |      |
| Principal Name:                                                                                                                                                    |        | Date of Birth:                                                                                                                                                        | Social Security Number:         |      |
| Address:                                                                                                                                                           |        | City:                                                                                                                                                                 | State:                          | ZIP: |
| Principal Information 3                                                                                                                                            |        |                                                                                                                                                                       |                                 |      |
| Principal Name:                                                                                                                                                    |        | Date of Birth:                                                                                                                                                        | Social Security Number:         |      |
| Address:                                                                                                                                                           |        | City:                                                                                                                                                                 | State:                          | ZIP: |
| Accounts Payable Contact Information                                                                                                                               |        |                                                                                                                                                                       |                                 |      |
| Accounts Payable Contact:                                                                                                                                          |        | Accounts Payable Contact Phone:                                                                                                                                       | Accounts Payable Contact Email: |      |
| Business History                                                                                                                                                   |        |                                                                                                                                                                       |                                 |      |
| Do you have more than one location or office?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please provide a list of additional locations |        | Has this company ever been sued or placed in collections?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please attach a written explanation. |                                 |      |
| Trade/Business Reference 1                                                                                                                                         |        |                                                                                                                                                                       |                                 |      |
| Business Name:                                                                                                                                                     |        | Contact Name:                                                                                                                                                         |                                 |      |
| Account Number:                                                                                                                                                    | Phone: | Fax:                                                                                                                                                                  | Email:                          |      |
| Trade/Business Reference 2                                                                                                                                         |        |                                                                                                                                                                       |                                 |      |
| Business Name:                                                                                                                                                     |        | Contact Name:                                                                                                                                                         |                                 |      |
| Account Number:                                                                                                                                                    | Phone: | Fax:                                                                                                                                                                  | Email:                          |      |
| Trade/Business Reference 3                                                                                                                                         |        |                                                                                                                                                                       |                                 |      |
| Business Name:                                                                                                                                                     |        | Contact Name:                                                                                                                                                         |                                 |      |
| Account Number:                                                                                                                                                    | Phone: | Fax:                                                                                                                                                                  | Email:                          |      |

The Undersigned as inducement to grant credit warrants the information submitted is true and correct. Mountain Temp Services, LLC is authorized to investigate the credit information listed.

**Authorized Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# CREDIT REPORT AUTHORIZATION

◆ All information supplied is strictly confidential ◆

| Client Information                           |       |        |      |
|----------------------------------------------|-------|--------|------|
| Client Name:                                 |       |        |      |
| Address:                                     | City: | State: | ZIP: |
| Mailing Address (If different from Address): | City: | State: | ZIP: |
| Phone:                                       | Fax:  | Email: |      |

| Principal Information<br>◆ This section must be completed ◆ |                         |        |      |
|-------------------------------------------------------------|-------------------------|--------|------|
| Principal Name:                                             |                         |        |      |
| Address:                                                    | City:                   | State: | ZIP: |
| Previous Address:                                           | City:                   | State: | ZIP: |
| Date of Birth:                                              | Social Security Number: |        |      |

Prior to the delivery of any services, the undersigned hereby consents to and authorizes Mountain Temp Services, LLC (herein after referred to as MTS) to make any inquiries into the credit history, including but not limited to the checking of credit reports, employment and income history, bank, money market and similar account balances of the above described corporation, limited liability company, partnership, or individual, and any principals of the foregoing (Client), as MTS deems necessary or advisable to assist MTS in analyzing and determining the credit worthiness of Client.

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# BANKING RELEASE AUTHORIZATION

◆ All information supplied is strictly confidential ◆

I hereby authorize and direct, with full release of liability, to furnish Mountain Temp Services, LLC., full and complete information regarding my banking experience; including the approximate balances in my checking/savings accounts and the amount, balance and record of payment of any loans for which I may have applied, as indicated.

| Bank Information                      |      |               |             |
|---------------------------------------|------|---------------|-------------|
| Bank Name:                            |      | Contact Name: |             |
| Address:                              |      | City:         | State: ZIP: |
| Phone:                                | Fax: | Email:        |             |
| Client Information                    |      |               |             |
| Client Name as it Appears on Account: |      |               |             |
| Account Representative:               |      | Title:        |             |
| Phone:                                | Fax: | Email:        |             |
| Account Information                   |      |               |             |
| Business Account #:                   |      |               |             |
| Checking Account #:                   |      |               |             |
| Savings Account #:                    |      |               |             |

The Undersigned as inducement to grant credit warrants the information submitted is true and correct. Mountain Temp Services, LLC is authorized to investigate the bank information listed.

**Authorized**

**Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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For Office Use Only – Bank Reply  
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| Account Information |              |                  |                                                                                                                 |
|---------------------|--------------|------------------|-----------------------------------------------------------------------------------------------------------------|
| Checking Account #: | Date Opened: | Average Balance: | Relationship:<br><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor |
| Savings Account #:  | Date Opened: | Average Balance: | Relationship:<br><input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor |
| Loan Information    |              |                  |                                                                                                                 |
| Loan #:             | Date Opened: | High Credit:     | Balance: Rating                                                                                                 |
| Loan #:             | Date Opened: | High Credit:     | Balance: Rating                                                                                                 |

**Authorized Bank**

**Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## CREDIT CARD AUTHORIZATION

◆ All information supplied is strictly confidential ◆

| Client Information                        |                 |                  |             |
|-------------------------------------------|-----------------|------------------|-------------|
| Client Name:                              |                 |                  |             |
| Address (Billing Address of Credit Card): |                 | City:            | State: ZIP: |
| Phone:                                    | Fax:            | Email:           |             |
| Credit Card Information                   |                 |                  |             |
| Card Type:                                | Account Number: | Expiration Date: |             |
| Name as it appears on Credit Card:        |                 | CVC Code:        |             |

I authorize all charges accrued for the above named Business to be processed to the provided card immediately upon invoicing on a weekly basis for payment in full and/or as a guarantee of payment in full if the account balance is not paid within 30 days of invoicing. Mountain Temp Services, LLC has the right to charge past due invoices to the provided card for a period of five years from the date of this authorization.

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_