



## THE SERVICE COMPANIES

### Terms and Conditions for Labor Market Staffing Provider Agreement

**Staffing Services:** The Service Companies ("TSC") will assign certain of its employees ("TSC employees") with the skills Nowsta Labor Marketplace, LLC ("CUSTOMER") requests, to do CUSTOMER's work under CUSTOMER's (or CUSTOMER'S CLIENT'S) operational supervision, or, in the case of an event for which more than 30 TSC employees are assigned to CUSTOMER, under TSC's operational supervision.

**Bill Rates:** TSC's bill rates include the employee's hourly wage, and all deductions required by federal, state and local law -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, health care and commuter ordinances as well as other deductions and benefits paid to our employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year.

TSC may, on occasion, increase the agreed upon rates in proportion to any legally-mandated new or increased cost which may be required by federal, state, or local law commencing upon the effective date of such new or increased cost, such as FICA State Unemployment Tax increase or any new or increased cost associated with the passage of a federal or state or local law mandating any benefits for employees. In any event, on occasion, such legally mandated new or increased rates may be prospectively changed by TSC in proportion to the amount of increase legally required, upon prior notice to CUSTOMER. Any sales, use, value added, or similar taxes that apply to sales to CUSTOMER will be added to CUSTOMER's invoices as a separate item.

**Four-hour Minimum:** TSC requires a four-hour minimum workday. If an employee is scheduled to work a minimum of four hours in one day and the employee is sent home in less than four hours due to a lack of work, the employee will be paid for four hours and CUSTOMER will be billed for four hours. **Show-up:** In the event CUSTOMER cancels the employee's assignment and the employee is already on his/her way to work, or at the location, the four-hour minimum will be applied, and CUSTOMER will be billed for four hours.

**Cancellation of Event:** There will be a 50% cancellation fee of estimated hours for the Event if cancelled within 24 hours of the scheduled start time. The parties agree that the minimum hours for the Event are 4. For Saturday, Sunday and Monday jobs all cancellations or order changes need to be received by Friday morning at 9 a.m. PST to avoid fees.

**Overtime:** All overtime worked by TSC employees will be paid to employees as required by federal, state and local statutes. CUSTOMER agrees to pay TSC overtime rates for the performance of overtime work to the extent that a TSC employee's work on assignment to CUSTOMER, taken alone, would legally require premium overtime pay and CUSTOMER has scheduled, requested or approved the TSC employee to work those hours. The rate for overtime hours will be the same multiple of the Straight Time bill rate as TSC is required to apply to the TSC employee's pay rate. For purposes of this Agreement, "Straight Time" is defined under the Fair Labor Standards Act.

**Guarantee:** TSC guarantees that the assigned employees recruited and assigned to CUSTOMER will reasonably meet the qualifications CUSTOMER requests. If CUSTOMER finds any assigned employee's qualifications or general work-related behavior lacking and notifies TSC within the first two (2) hours of the work commencement and the employee is dismissed, TSC will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.



THE SERVICE  
COMPANIES

## New CUSTOMER Info Form

**Employee Breaks; Safety:** Per California labor laws an employee: a. must receive a 10-minute break for every 4 hours that they work provided the shift is at least 5 hours; b. must receive an uninterrupted 30-minute break after 5 hours, except when the workday will be completed in 6 hours or less and there is mutual employer/employee consent to waive the break period. If working more than 8 hours additional breaks must be provided. CUSTOMER shall comply with applicable employee break laws with respect to TSC employees assigned to CUSTOMER. CUSTOMER shall maintain a safe, healthy, and legal workplace for TSC employees in accordance with the OSHA, including all safety and site specific training (including exposure to hazardous substances), provide TSC employees with all required personal protective equipment, record on CUSTOMER's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of TSC employees and comply with all other OSHA recordkeeping responsibilities applicable to TSC employees, and notify TSC immediately of any OSHA inspection or request for information.

CUSTOMER will promptly notify TSC of any disputed item, and TSC will work with CUSTOMER as applicable, to resolve such item. If any portion of any invoice is disputed, CUSTOMER shall pay the undisputed portion as the parties attempt to resolve any disputed amounts. Invoices that are undisputed by CUSTOMER for more than 30 days after the invoice date will be deemed correct.

CUSTOMER: NOWSTA LABOR MARKETPLACE,  
LLC

*Rachel Mayes*

Signature

Rachel Mayes

Printed Name

Head of Labor Market

Title

July 22, 2021

Date

TSC: THE SERVICE COMPANIES, INC.

*Heather Dailey*

Signature

Heather Dailey

Printed Name

Director of Sales

Title

7/22/2021

Date

### COMPANY INFORMATION:

Company Name: Nowsta Labor Market, LLC Website: nowsta.com

Type of Company:

- ☐ Conference Planner
- ☐ Event Production
- ☐ Food Production or Demo
- ☐ Education

- ☐ Event Facility
- ☐ Caterer
- ☐ Restaurant
- ☐ Corporate Cafeteria
- ☒ Organization: Staffing Aggregator

## LOCATION

Please provide venue name, address and specific meeting room or check in procedure:

Provided to Staffing Operations Group

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are there parking options? \_\_\_\_\_

## STAFFING NEEDS

Select the positions you are likely to need at some point:

- ☐ Concierge/Information Clerk ☐ Registration Cashiers/Customer Service ☐ Materials Production ☐ Room/Line Monitors ☐ Event Help ☐ Other Depends on Client Needs

Uniform or Attire:

What dress code would best be suited to the event or assignment?

Provided to Staffing Operations Group

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What dress code would best be suited to the event or assignment?

Provided to Staffing Operations Group

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CONTACTS

**Primary Contact** (we will email timesheets to this contact before each job)

Printed Name: Rachel Mayes Position: Head of Sales

Phone: \_\_\_\_\_ Cell: 916-628-5030 Fax: \_\_\_\_\_

Address: 20 Jay St. City: Brooklyn, NY Zip: 11201

Email: rachel.mayes@nowsta.com

## Invoice Contact

We email invoices to save paper, but if you prefer another method please indicate:

☒ Email is perfect   ☐ Prefer fax   ☐ Prefer postal mail

☐ *same as above info*

Printed Name: Chandra Huskey Position: Controller

Phone: \_\_\_\_\_ Cell: 971-409-7878 Fax: \_\_\_\_\_

Address: 20 Jay St. City: Brooklyn, NY Zip: 11201

Email: chandra.huskey@nowsta.com

### **Other Contacts**

If there are others in your office who may place orders on this account please indicate:

1) Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_