

# TERMS AND CONDITIONS

## FOR CUSTOMER:

We realize that an ongoing contractual relationship exists between On-Site Medical Staffing, (O.S.M.S.), and its employees who are assigned to work with us. We agree not to interfere with or disrupt this relationship while said employees are on assignment and for a reasonable time thereafter.

We further realize that O.S.M.S. has expenses in maintaining and recruiting a temporary staff and that if we transfer one of their employees to our payroll a cash settlement is in order to O.S.M.S.

We agree time and one half is charged for all work performed by O.S.M.S. employees over 40 hours per week as required by law.

We further agree not to authorize O.S.M.S. employees to operate any vehicle without O.S.M.S.'s prior written consent. We realize that the insurance O.S.M.S. furnishes does not cover physical damage to our vehicles whether owned or rented while being operated by O.S.M.S. employees nor for bodily injury or property damage including cargo, fire, theft, or collision claims resulting therefrom. We agree to provide all such insurance at our own cost. O.S.M.S. shall not be responsible for damages to vehicles, machinery, equipment or material we own, lease or rent which is in the care, custody, or control of O.S.M.S.'s employees, nor shall O.S.M.S. incur any liability in the event of an accident involving such vehicles, machinery, equipment, or material.

Since we control and direct O.S.M.S.'s employees, we will assume the responsibility for all design defects and products liability. We will not authorize O.S.M.S.'s employees to approve plans, specifications, designs, maps, or render any opinions without O.S.M.S.'s prior knowledge. We realize the insurance O.S.M.S. furnishes covers neither design defects nor products liability. We agree to provide all such insurance at our own cost.

If a O.S.M.S. employee is injured during the assignment, we will promptly notify the local O.S.M.S. office.

I authorize O.S.M.S. to obtain a credit report from any credit reporting agency. I understand that this information will be used for the sole purpose of obtaining credit with O.S.M.S. or the collection of any accounts maintained with O.S.M.S. I guarantee and agree that I will pay all accounts according to the terms and conditions contained thereon. I agree to notify O.S.M.S., before the due date, of any disputes I may have with any of the statements contained on the invoices provided to me. If I do not object to an invoice, I agree to pay it within 20 days from the *invoice date*. If I do not pay according to those terms, and do not have a pre-arranged payment schedule, I agree that interest at the rate of 2% per month (24% annual) shall be charged at 31 days. Also, if I fail to pay at my agreed payment schedule, I agree that interest at the rate of 2% per month shall be charged after the first day the payment is late beginning at 31 days. Additionally, if O.S.M.S. is required to hire an attorney to collect any past due amounts, I guarantee and agree that this company will be responsible for all attorney's fees, and collections costs incurred by O.S.M.S. I agree that this customer agreement and all matters relating there to shall be governed by and construed and interpreted in accordance with the law of the state of Indiana. I agree to submit to the jurisdiction of the state of Indiana and agree that O.S.M.S. may enforce its rights against the company in the state of Indiana, Allen County. I swear and affirm, under the penalties of perjury, that all of the information submitted above is true and accurate.

We agree not to leave our premises, or any cash, negotiable instruments or other valuable items thereon, unattended in the presence of any of O.S.M.S.'s employees or entrust the same to the care, custody and control of any of O.S.M.S.'s employees without O.S.M.S.'s prior knowledge.

We agree not to advance any monies to O.S.M.S.'s employees without O.S.M.S.'s prior written consent. We also agree that O.S.M.S. will not be responsible for claims made under O.S.M.S.'s fidelity bond unless we report such claims in writing to O.S.M.S. within 10 days of discovery and cooperate fully in the investigation and subsequent prosecution.

We will furnish O.S.M.S. employees with a safe place to work as we do for our own employees. We represent that we are familiar with all applicable OSHA requirements and regulations. As O.S.M.S.'s employees are assigned to work on our premises and under our supervision, we will indemnify and hold O.S.M.S. harmless in the event that any OSHA citations are issued and/or any claims of actions are brought based on OSHA violations.

All further services to be provided are also expressly subject to the customer's acceptance of these Terms and Conditions. We the customer agree that these Terms and Conditions shall apply to all future orders.

No oral statement of any person shall modify or otherwise affect the foregoing terms and conditions.

## FOR EMPLOYEE:

I understand that I must contact O.S.M.S.'s office after completing the assignment to determine if there is other work available for me. I agree that if I do not contact O.S.M.S. upon completion of an assignment O.S.M.S. can assume I am considered inactive and not available for work.

I will promptly notify the local O.S.M.S. office if I am injured during the assignment or if I have been exposed to any unsafe working conditions.

I agree to return all of O.S.M.S.'s equipment, uniforms, or any advances which O.S.M.S. may entrust into my care during the assignment. If said property is not promptly returned and O.S.M.S. files suit to retrieve and collect it, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs of collection as set forth above.

I understand that this time card is the record that I was on assignment and worked the hours shown on the face hereof. O.S.M.S. cannot issue payment without presentation of a time card signed by me and by an authorized representative of O.S.M.S.'s customer. I understand that O.S.M.S.'s payroll is processed in Fort Wayne, Indiana, and a reasonable time must be allowed for mailing my payroll check. I agree that any time card not submitted for payment within ninety (90) days from the end of the work week which it represents will be void and O.S.M.S. will not be responsible for payment of any work shown thereon. I will promptly notify O.S.M.S. in writing if my paycheck is not delivered on time and sign O.S.M.S.'s "Indemnity Agreement" form in order to obtain a replacement.

I understand that I will not work for a company where I was assigned by O.S.M.S. for a period of at least 12 weeks after the completion of the assignment, unless I have the written consent of O.S.M.S.