

# Service Agreement

SERVICES PROVIDED TO (CLIENT): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_

## Services Rendered:

## Hourly Bill Rate:

Carpenter... .. ( ) Office Personnel... .. ( )  
Laborer... .. ( ) 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.

Client will be billed weekly for such services rendered and agrees to pay all invoices upon receipt. Failure to pay in full any invoice within 60 days of the invoice date shall constitute default under this 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 client fails to pay, when due, Mountain Temp Services, LLC (from here on to be referred to as "Mountain Temps") for any services provided and invoiced under this Service Agreement, Mountain Temps shall also be entitled to recover reasonable attorney's fees and costs and expenses of collection and/or litigation.

Mountain Temps employees will be performing services at the following property:

With the Physical address of, \_\_\_\_\_,  
legally described as, \_\_\_\_\_,  
and whose owner is, \_\_\_\_\_.  
If property is leased, tenant is, \_\_\_\_\_.  
The Primary contractor on the job is, \_\_\_\_\_,  
performing work in accordance with the plans and specifications dated, \_\_\_\_\_, prepared by \_\_\_\_\_.

Client or an authorized representative will be in direct supervision of each employee assigned by Mountain Temps and agrees to evaluate each employee's job performance. If, for any reason, work performed by any Mountain Temps employee is not satisfactory, contact our office within 2 hours of the job starting time and the client will not be charged for the services. Otherwise, Mountain Temps has a 4 hour minimum billing charge for all employees.

Client acknowledges the considerable cost and expense incurred by Mountain Temps to advertise for, recruit, evaluate, reference check, and retain its temporary employees. Accordingly, in consideration for the services provided by Mountain Temps, client agrees that in the event the employee is employed by client within 90 days from the last day of work recorded, client shall pay to Mountain Temps a conversion fee of 5% of employee's future annual wage not to be less than \$1,250.00.

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

Mountain Temp Services, LLC:

Name of Representative: \_\_\_\_\_

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

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

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

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

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

In consideration of the services to be delivered by Mountain Temps hereunder, the undersigned principal of the above described corporation, limited liability company, partnership or individual ("Guarantor"), hereby absolutely and unconditionally guarantees and promises to pay to Mountain Temps, on demand, after default any and all obligations of client owed to Mountain Temps under this Service Agreement, plus interest hereon at such rate set forth above, and Guarantor further agrees to pay all costs, expenses and reasonable attorney's fees incurred by the Lender in its efforts to collect such obligations.

\_\_\_\_\_  
Signature of Guarantor:

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