



## TERMS AND CONDITIONS

In consideration of the services provided by Protocall and intending to be legally bound, the Customer (the "Client") on the face of this time ticket hereby certifies and agrees to the following:

**Hiring Policies:** Customer agrees not to hire a Protocall employee directly or permit or transfer any employee from Protocall's payroll to another agency's payroll. If the Customer wishes to hire a Protocall employee, or transfer any employee to another agency's payroll, Customer agrees to pay Protocall a separation fee. Protocall will establish the separation fee and list it in a written letter and invoice the Customer. All account balances must be paid in full prior to hiring an employee. Customer agrees that Protocall's employees are independent contractors and are not leased employees.

**Customer Equipment, Valuables, etc.:** Unless prior written consent is given by Protocall, Customer will not entrust temporary workers with unattended premises, cash, negotiables, products, equipment, or other valuables nor allow such personnel to operate your motor vehicles. Protocall is not responsible for any physical loss or damage caused by the operation of customer's equipment, vehicles, automobiles, or trucks by Protocall's employee. It is further agreed that if the customer should allow our temporary employee to operate equipment, vehicles, automobiles, or trucks (whether owned, rented, or leased), the customer shall accept full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage. The customer warrants that they are in compliance with all OSHA regulations. Customer agrees to indemnify and hold Protocall harmless from claims and demands arising out of the Occupational Safety and Health Act as it relates to premises, whether owned or controlled by client, and to which Protocall employees are assigned. Additionally, the customer shall not advance cash or other valuables to Protocall's employees for any reason, and the customer waives any and all rights to the amount or value of any such cash or valuables advanced against monies owed to this company.

**Indemnification:** You agree to indemnify and hold Protocall harmless from and against any and all liabilities, claims, demands, suits, losses, damages, judgments, costs, and expenses including attorney's fees for bodily injury to or death of any person, or damage to or destruction of any property directly caused by any negligent or intentional act or omission on the part of your officers, employees, or agents. You agree to be responsible for any damages suffered by any person as a result of actions taken or not taken by Protocall employees while under your direction and control and pursuant to your instructions and directions.

Nothing in this agreement is intended to affect rights protected by State Workers' Compensation Laws.

**Misc:** Unless licensed to do so, the customer shall not authorize Protocall employees to dispense or administer medications. Customer agrees to report all injuries (whether it be Employee injuries or Customer injuries) within a twenty-four (24) hour period.

Protocall is not responsible to make a claim under its Bonding insurance unless such claims are reported to Protocall in writing within 30 days of the occurrence. Claims that are submitted to Protocall insurance companies are processed according to the terms and conditions of the policy. Submitting a claim does not constitute agreement by Protocall or its insurance company to pay a claim.