



LGC HOSPITALITY STAFFING SERVICES AGREEMENT

1. **Applicability.** This Staffing Services Agreement (this “**Agreement**”) together with each attached Work Order (as defined below) is a legal agreement between LGC Associates, LLC (“**LGC**,” “**we**,” “**us**,” or “**our**”) and [CLIENT NAME] (“**you**,” “**your**,” or “**Client**”). When you sign a Work Order, you agree to all of the terms and conditions in this Agreement. We may revise or modify this Agreement at any time and it will be effective when we post them on the LGC website. When you place additional Work Orders after the revised Agreement is effective, you agree to be bound by the terms of such revised Agreement. In using and accessing our online platform, mobile applications, and websites (collectively, the “**STAFFNOW Platform**”) you also agree to be bound by our Terms of Use located at www.lgcassociates.com/tos and our Service Terms available at www.lgcassociates.com/MSA. In the event of any conflict between the terms of this Agreement, the Terms of Use, and the Service Terms, the terms of this Agreement shall govern.

2. **Services.** LGC provides services for the placement of temporary workers (“**Workers**”) to fill work shifts or project needs (the “**Services**”). You may place a work order with LGC for Services using the form attached hereto as Exhibit A, which details the scope, fees, and other requirements for the Services (each a “**Work Order**”). We will, subject to this Agreement, use commercially reasonable efforts to fill the Work Order. You will use Workers only for the job positions ordered unless otherwise agreed to by LGC and the Worker. Either you or LGC may propose changes to the Services being provided under a signed Work Order, but the change must be reflected in a written change order either signed by both you and LGC or processed through the STAFFNOW Platform. We reserve the right to adjust pricing based on changes to the scope of the Work Order. You will not schedule or permit any Worker to work without the knowledge and confirmation of LGC. LGC may subcontract performance of any part of the Services, including to a third party employer of record, and will remain fully responsible for the performance of LGC’s obligations under the Agreement.

3. **Client Work Conditions.** As between you and LGC, you are solely responsible at your cost for: (a) directing and supervising the work of Workers at your work site(s), (b) providing any necessary orientation and work-related training, and (c) supplying all facilities, equipment, and materials required for Workers to perform their work duties (“**Client Resources**”), all of which shall be provided by you in a safe, professional and lawful manner. You will ensure that all work sites and Client Resources are reasonably safe and free of hazards. You will also report to LGC any work site incidents or injuries involving Workers to LGC as soon as possible and cooperate in providing all details for investigations, claims, and resolution by LGC.

4. **Fees and Payment.**

(a) For Services rendered under this Agreement, Client shall be charged fees by LGC for work performed for Client by each Worker at hourly bill rates set forth in the Work Order.

(b) The fees for your Services are set forth in the Work Order. All fees are exclusive of all taxes and similar duties or charges imposed on the provision of the Services, all of which Client is responsible for and will pay in full (excluding state sales tax where applicable and taxes based on LGC’s net income); provided that, LGC will pay for all Workers’ State Unemployment Insurance, Federal Unemployment Insurance, Worker’s Compensation Insurance, and FICA. You are responsible for reporting time worked directly or raising any discrepancies or disputes with the reported times within 48 hours after all of the Services in a Work Order have been provided (“**Work Order Completion**”). If you do not raise any such discrepancies or disputes within such 48-hour period, we will invoice you for the fees due based on Worker-reported time and start and end times for scheduled shifts, and the invoiced amount will be deemed accurate, final, and accepted by you. You will pay all amounts on the invoice in U.S. dollars. Invoices must be paid Net 30, unless otherwise agreed to by LGC.



(c) We will bill you for a minimum of four (4) hours for every Worker who reports for a scheduled shift. We also reserve the right to charge the following: (i) if you cancel a Work Order with fewer than 24 hours advance notice before the start of a shift, we will bill you for 2 hours for each Worker canceled; (ii) if you pay any commissions, bonuses, or gratuities, we will additionally include a twenty-two percent (22%) administrative fee; and (iii) overtime and Holidays are billed at 1.5 times the hourly rate for over 40 hours worked in a standard Monday to Sunday work week. “**Holidays**” are defined as: Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year’s Eve, New Year’s Day, Martin Luther King Jr Day and Juneteenth.

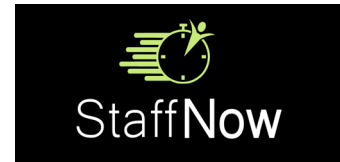
(d) If Client permanently hires any Worker for employment, whether full time or part time, within 12 months of our referral and such hired Worker has not completed at least 420 hours of temporary work for Client, you shall pay to us a referral fee in an amount equal to \$2,500. If the hired Worker has completed at least 420 hours of temporary work for Client before beginning its employment with Client, the referral fee shall be waived. Client must notify LGC with the start date of transition, prior to hiring the Worker.

5. **Indemnity.** LGC agrees to defend, indemnify, and hold harmless Client for any claim for (a) the payment of Workers’ wages, overtime, and any employee benefits for work performed pursuant to the Agreement; (b) workers’ compensation claims made by Workers; or (c) LGC’s failure to pay or withhold any federal, state, and local income taxes based on Workers’ wages. Client agrees to defend, indemnify, and hold harmless LGC for any losses, damages, liabilities, cost, and expenses (including reasonable attorneys’ fees) resulting from (i) a claim that a Worker was in any way harmed under the direction or supervision of Client or while at a Client work site or due to unsafe conditions of a work site; (ii) Client’s negligence or intentional misconduct; or (iii) Client’s breach of this Agreement. Each party’s indemnification obligations are conditioned on the indemnified party (the “**Indemnified Party**”) giving the other party (the “**Indemnifying Party**”) prompt written notice of the claim, permitting the Indemnifying Party to solely defend or settle any such claim at its expense and through counsel of its own choice, and providing the Indemnifying Party with reasonable cooperation in the defense of the claim and all related settlement negotiations. The Indemnified Party may participate in the defense and all related settlement negotiations with its own counsel and at its own expense. Client will not settle any such claim without the prior written consent of LGC, not to be unreasonably withheld.

6. **WARRANTY DISCLAIMER.** LGC IS PROVIDING THE SERVICES “AS IS” WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, OR TIMELINESS. TO THE FULL EXTENT ALLOWED UNDER APPLICABLE LAW, LGC AND ITS AFFILIATES, AND AGENTS EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LGC AND ITS AFFILIATES, AND AGENTS DO NOT WARRANT OR GUARANTEE THAT THE SERVICES OR ANY OF THE WORKERS WILL SATISFY CLIENT’S REQUIREMENTS OR THAT CLIENT WILL OBTAIN ANY PARTICULAR RESULTS FROM THE SERVICES.

7. **LIMITATIONS ON LIABILITY.**

(a) UNDER NO CIRCUMSTANCES WILL LGC BE LIABLE FOR ANY COSTS OF COVER OR REPLACEMENT SERVICES OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY CLAIMS FOR LOST PROFITS, LOST BUSINESS, OR LOSS OF REPUTATION) ARISING OUT OF OR RELATING TO THE AGREEMENT, EVEN IF LGC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. EXCEPT FOR LGC’S DUTY TO INDEMNIFY CLIENT IN SECTION 5, LGC’S ENTIRE LIABILITY ARISING FROM OR RELATING THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER



CAUSE OF ACTION, WILL NOT EXCEED THE AMOUNTS LGC ACTUALLY RECEIVED FROM CLIENT IN THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. CLIENT ACKNOWLEDGES AND AGREES THAT LGC WOULD NOT ENTER INTO THE AGREEMENT FOR THE SPECIFIED FEES WITHOUT THE LIMITATIONS AND DISCLAIMERS IN THE AGREEMENT.

(b) CLIENT UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE SUPERVISION OF THE WORKER FOR THE SERVICES IS CLIENT'S RESPONSIBILITY. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE FURNISHING OF ALCOHOLIC BEVERAGES IS ENTIRELY THE BUSINESS AND ACTIVITY OF CLIENT AND THAT LGC HAS ABSOLUTELY NO RIGHT OR POWER TO CONTROL THE WORKERS IN REGARD TO THE "MEANS, MANNER AND METHOD" OF SUCH WORKERS' PERFORMANCE IN REGARD TO THE SERVING OF ALCOHOL TO CLIENT'S PATRONS.

8. **Confidentiality.** Client may receive or learn about certain non-public information concerning the STAFFNOW technology, software, business processes, employees, pricing, financial data, personnel statistics, plans, know-how, and other information that by its nature and circumstances of disclosure would be reasonably understood to be confidential ("**Confidential Information**"). Client shall (a) protect the Confidential Information from unauthorized access using at least a reasonable standard of care; (b) not disclose the Confidential Information to any third party; and (c) not use the Confidential Information except as is necessary to obtain the Services. Client may disclose the Confidential Information if legally compelled by a court or other government authority; provided, it promptly notifies LGC of the required disclosure and reasonably cooperates with LGC's efforts to obtain a protective order or limit the scope of disclosure. The foregoing duties will not apply to any information that is or becomes part of the public domain without a breach of any duty owed to LGC or is rightfully known by Client prior to disclosure by LGC. LGC retains exclusive ownership of all of its Confidential Information.

9. **Term and Termination.** The Agreement will remain in force and effect until the provision of Services is completed as provided in the Work Order. Either LGC or Client may terminate the Agreement upon written notice to the other party if the other party commits a material breach of the Agreement and fails to cure such breach within 30 days of having received notice of such breach, except with respect to non-payment of invoices, Client will have five days to make payment. Upon any termination of the Agreement: (a) all rights and obligations of the parties will immediately cease, including any obligation for LGC to provide the Services to Client; and (b) Client will promptly return or (if requested) destroy or permanently delete all Confidential Information and copies thereof in its possession or control. The following Sections will survive any termination of the Agreement: Sections 4 (for amounts outstanding and payable), 5, 6, 7, 8, 9, 10 and 11.

10. **Nature of Relationship.** The relationship of LGC to Client and of any Worker assigned to Client shall be that of an independent contractor. This Agreement shall not be construed as establishing, nor do the parties intend to establish by this Agreement, any employment relationship, joint-employer relationship, partnership, agency or joint venture relationship. Neither party shall incur any liability in the name of the other, nor under any circumstances shall either party be liable for the debts or obligations of the other. Neither party shall bind or attempt to bind the other party to any agreement or performance of any obligation, nor represent that it has any right to enter into any undertaking on behalf of the other party. In connection with their performance of services at Client's worksite, Workers shall be subject to oversight by Client, but shall remain employees of LGC. Client represents and warrants that Workers shall not be employees of Client and shall not be entitled to any employment benefits under any Client policy, plan or practice.



11. **General.** Each party will comply with all laws applicable to its performance under the Agreement. Client shall obtain all licenses and permits necessary for the operation of its businesses. The Agreement is the entire and final agreement of the parties for the Services. The parties can only amend the Agreement by a signed writing. All notices must be in writing and addressed to the other party’s contact information in the Work Order. LGC may publicly identify Client and use Client’s logo on LGC’s website or marketing materials. The parties are independent contractors and will have no authority to bind the other party. The Agreement will be governed by and construed in accordance with the laws of the State of Indiana without reference to its conflict of law principles. The parties expressly agree to exclusive jurisdiction in any competent court in Indianapolis, Indiana for any claim relating to the Agreement. Neither party will be liable for any failure or delay in its performance of its duties under the Agreement due to circumstances beyond its reasonable control, such as natural catastrophes, terrorism, labor strikes or difficulties, riots, or failure or interruptions of third-party networks connections. Neither party may assign the Agreement without the prior written consent of the other party; provided, however, that LGC may assign the Agreement without consent in connection with any sale, merger, or acquisition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LGC:

LGC Associates, LLC

By: _____

Name: _____

Title: _____

CLIENT:

By: _____

Name: _____

Title: _____



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This Work Order is only valid when executed by Client. This Work Order is subject to and governed by the Terms of use available at www.lgcassociates.com/tos (the “**Terms**”) and our Service Terms available at www.lgcassociates.com/MSA. Please read the Terms carefully, including Section 4 (Fees, Invoicing, and Payment Terms). The Terms are a binding agreement between you and LGC. Client agrees that it must raise any disputes or discrepancies to the reported work hours within 48 hours of Work Order Completion otherwise the amount invoiced by LGC will be deemed accurate, final, and accepted by Client.

LGC will bill you for a minimum of four (4) hours for every Worker who reports for a scheduled shift. We also reserve the right to charge the following:

- If you cancel a Work Order with fewer than 24 hours advance notice before the start of a shift, we will bill you for 2 hours for each Worker canceled.
- If you pay any commissions, bonuses, or gratuities, we will additionally include a twenty-two percent (22%) administrative fee.
- Overtime and Holidays are billed at 1.5 times the hourly rate for over 40 hours worked in a standard Monday to Sunday work week. “**Holidays**” are defined as: Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year’s Eve, New Year’s Day Martin Luther King Jr Day and Juneteenth.
- Client may permanently hire any Worker for employment, whether full time or part time, if such worker has completed at least 420 hours of temporary work for client, for no additional fee. If Client contracts or hires any Worker that was introduced to Client by LGC or that has provided Services under the Agreement within one (1) year of such contracting or hiring (a “**Conversion**”), Client shall pay LGC a fee of \$2,500 for the Conversion. If Client does not notify LGC before the Conversion or promptly thereafter, Client shall pay LGC a flat fee of up to \$10,000, which may be waived or modified at LGC’s sole discretion.

Agreed to by:

Client Signature:

By: _____
 Name: _____
 Title: _____
 Date: _____

LGC Signature:

By: _____
 Name: _____
 Title: _____
 Date: _____