Service Agreement

This agreement is made between ABT Temporary Inc. Hereinafter “ABT”,

and ________________________________ (Legal Name of Property Owner) (Herein after “Customer”),

Dated _________________________________. The parties hereto agree as follows:

Prior to Providing Resumes or Candidates: ABT does not charge for its services unless you either hire someone we have referred to your company for a direct placement or you use one of our staffers on a temporary or temp to hire basis. We will provide resumes to you for your review so that you can either interview with that person or decide whom you may want to have doing a temporary or temp to hire assignment for you. The resumes you will receive will not have candidate’s phone number or address on it for confidential purposes and it will also be stamped confidential. We will set up the interviews for you for the candidates you are interested in on a temporary or direct placement basis. We cannot distribute any resumes until we have this service agreement signed by you. If you do hire someone or use our services temporarily the following will apply.

(Initial Here)________

Background Checks and Employment Verifications
For our temporary staffers as well as our direct placement candidates the following rules will apply: We comply with the new “Ban the Box” rules that are in effect for conducting background checks.

Copied from Ban the Box Rules 2015: An employer or employment agency may not inquire about or into, consider, or require disclosure of the criminal record or criminal history of an applicant until the applicant has been determined qualified for the position and notified that the applicant has been selected for an interview by the employer or employment agency or, if there is not an interview, until after a conditional offer of employment is made to the applicant by the employer or employment agency.

With this in mind we happy adopted the following rules: We will only be conducting background checks on the candidates once an interview has been set, after the interview has taken place and a position has been identified and offered.

When the person is then identified as a candidate with you and an offer is going to be extended to them we will at that time provide the background check to you at no charge if you would like a copy at that time. For our temporary or temp to hire staffers – once you select the candidate that you would like to do the assignment we will conduct the background check at that time. If you would like a copy of that background check we will provide it for you.
Temporary or Temporary to Hire Fees:

As payment for the services, the Customer shall pay to ABT the sum due for the total number of hours indicated and signed for by a Customer representative on the weekly time sheets. All invoices are due upon receipt. The Customer shall also pay a finance charge of 1.5% for all invoices that are 30 days past due and incur a late fee of $50.00. In addition, at any time that there are past due invoices of 14 days or more we may suspend our services until your account is up to date.

If you have any questions or concerns, please contact us prior to signing this time sheet. Once this time sheet is signed by you this means that you agree to the charges and no changes can be made. If the employee worked overtime for that week we will also charge you time and a half for any hours over 40 that the employee worked that week. Employees must take proper rest/meal breaks. We do not pay employees for rest/meal breaks nor will you be charged for them. Please note: Our pay week starts on Saturdays’ and ends on Friday’s. (Initial Here)

Bonus or Commissions:
ABT does not pay any bonus, commissions or gas reimbursement to any employee. If you wish to pay them a bonus, commissions or gas reimbursement you may work that out with the employee and pay them directly. In addition, we cannot add those types of items to the invoices for you. (Initial Here).

Placement Fees:
A direct placement fee will also apply if one of our workers or applicants is placed directly with your company (regardless if that person has been on a temp or temp to hire position with your company) on a full or part time basis. The placement fee will be billed and due upon acceptance of any job offer.

If you hire one of our worker(s) or applicant(s) within a 12-month period from the date ABT provides you with the prospective worker(s) or applicant(s) or resumes you must pay the current fees as agreed in this contract (Regardless of what property you hire them for). The first-time client placement fee discount if an offered applies to the entire company and not per property. A first-time client means first time calling us to use our services – never used us for temporary or placement. (Initial Here)

Payment Terms:
Invoices are due and payable upon Customers receipt. The Customer shall also pay a finance charge of 1.5% for all invoices that are 30 days past due and incur a late fee of $50.00. In addition, at any time that there are past due invoices of 14 days or more we may suspend our services until your account is up to date. The customer shall be responsible for any attorneys, court or collection fees that are incurred do to non-payment. (*See attached Addendum “A” for current prices. The fees are subject to change with a one-week notice. (Initial Here)
Confidentiality of Resumes/Candidates:
If you receive a resume that you feel would not suit your needs but would suit the needs of another community or company, please contact ABT directly. You may not share or otherwise distribute applicants/resumes to another person or company. In addition, you may not refer the temporary worker we have placed with you to another person or company directly. If any of the above should occur you could be charged the current fees for placement as agreed to in this contract.  (Initial Here) __________

Change in ownership or Management Company:
If there will be a change in ownership or management all invoices must be paid prior to the date of the new management company or owner taking over. The new owner and or Management Company or company representative will also need to sign a new service agreement with ABT to continue to use our services.

If the Property is up for sale and the new potential management company or owner wants to interview a temporary person we have there to either keep them on after the sale or to hire them directly you need to inform them that any interviews will have to go through ABT and a new agreement will need to be signed with ABT to continue to utilize our services or to hire any of our workers/employee’s or candidates for hire.  (Initial Here). __________

Is the property under foreclosure, receivership or currently in bankruptcy? If so we are not able to provide services to your company or property during that time. At any time, we have a temporary employee out at your location and them any of the above happens you will need to let us know immediately. If this happens we will also need to suspend our service and payment will become due immediately. (Initial Here to acknowledge the property is in good standing) ______

Workers Compensation and Policy’s:
ABT is fully insured and we do carry Workers Compensation as well as General Liability. Upon request, we can add your company name and address as certificate holders to our policy’s please keep in mind it can take up to 3 days. Employees of ABT should not be sent off the property, given keys to take home or off the property, handle cash money make deposits at any time.

Nor shall any employee be on-call or have on-call responsibility. If the temporary person needed will be doing those listed duties we can add this to our worker’s compensation and Insurance policies. However, we must have such duties in writing and signed by the Temporary Employee, ABT and Client so that we can make those adjustments for you.

ABT will not be held responsible for any actions caused by the above. ABT’s temporary staffers are employees of ABT and we are responsible for paying them their hourly wages and withholding proper taxes from their paychecks. We do also carry general liability insurance and a certificate can be provided.

If additional insured language or higher rates are required, we would pass along those fees to you to accommodate the changes I rates or language. Prior to these changes being made we will inform you of what the additional charges will be. If we are required to work with Compliance Depot or any other company that collects insurance information for you to maintain your records and charges a fee we can comply but that set up fee would be billed as an account set up fee on your first invoice. (Initial) ______
Addendum “A” Service Options and Fee Schedule – Florida

Temporary, Temp to Hire:
There is a temporary or temporary to hire option. You will be billed an hourly rate for the temporary employee’s. If you then decide to hire the temporary person, you would then pay the direct placement fee as well. You may hire them from the temporary or temp to hire status at any time we will never make you wait. See price list to the right for the direct placement rates.

Direct:
We offer a direct placement for clients who wish to not use the above temporary or temporary to hire options. The placement fee is a flat fee and there is no guarantee period for the placement of those employees. The fee is due upon acceptance of the job offer (within 30 days). The direct placement fee must be paid if you hire someone full or part time.

Fee Schedule: No waiting period to hire – hire anytime or Directly!

<table>
<thead>
<tr>
<th>Position</th>
<th>Per hour rates</th>
<th>Placement Fee – flat rate</th>
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<tr>
<td>Manager</td>
<td>$32.75</td>
<td>$995</td>
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<td>Asst. Mgr.</td>
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<tr>
<td>Maintenance Super</td>
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<td>$995</td>
</tr>
<tr>
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Leasing – Admin Interns rates:
Temporary – Temp to Hire - $19.95
direct Placement – $795.00

Other Services Price List: (Prices subject to change without notice)
Mystery Shops - $175.00 per evaluation –

Conventional Seminar Series: Topics will vary - $89.00 to $119.00 per attendee - Webinar’s - $59.00 per attendee.
Customer Appreciation Program

ABT would like to introduce you to our Preferred Employer Program! Our program runs from January through December of each year. Each year the program terms will start over and you will have to reach the same terms of the program every year.

Preferred Program will be for ALL properties under the same management company and not per property so be sure when you sign up that you note the property name as well as the management company name. It’s not too late to join now!! Call us today for your sign up form and start saving!

Temporary and Temp to Hire fee structure:
For each $50,000 in temporary or temp to hire services and our rate will go down $1.00 off per hour and that’s for all your communities in your company!

It does not stop there!!! For every $50,000 your will receive another $1.00 off per hour! You will be able deduct $1.00 off an hour until you reached a maximum of $4.00 off an hour from our regular fee schedule below. Once you reach your max $4.00 off each $50,000 for that year you can resume the program again the following year but will remain $4.00 off per hour for the rest of that year and for all your properties!

Remember this is for all your properties companywide so its not hard to accumulate each $50,000 level if all of your properties sign up with us!

This program excludes the Internship Rate Program and will not be added or reflected in this Customer Appreciation Program.

One you have reached your first level discount our Conventional Webinar’s are also discounted to $29.00 per webinar per person. After you reach 2nd level discount all of our conventional webinars are free to all of your employees.

Regular Price List: (program terms and prices subject to change without notice) last change effective 6-18-2018
**Litigation:** The laws of the State of Illinois shall govern this agreement. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

**Entirety:** This instrument, including any attached exhibits constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this Agreement. If there is any question as to what agreement came first this agreement will prevail. This Agreement may not be modified except in writing signed by all the parties. Attached hereto and made part hereof is Addendum “A” Service Options and Fee Schedule and Customer Services Program.

**Customers Agreed:** *This signatures and initials appearing on these lines will be accepted with the same authority as the original whether photocopied or faxed. I certify that I am authorized to sign this agreement for the owner. (Initial Here)*

*Customer: I certify I am an authorized agent for the Owner and the Management Company & can sign on their behalf to execute this agreement for the owner/s.

**Signature of Authorized Agent for owner:**

Date: ________________________________

Print your name: ________________________________

Your title: ________________________________

Community Name: ________________________________

Management Company/Owner Name: ________________________________

(Signature authorized officer of ABT): ________________________________ Date: ________________
Job Order Request

Exhibit “B”

Please fill out the following job description whether your needs are for Temporary or Direct Placement, to help us determine your needs. If for temp or temp to hire, fill out as much of this form that may apply to the position.

Title of position available: __________________ Is opening confidential? __________ Desired start date: ______

Are you looking for: _____ Temporary _____ Temp to hire _____ Direct Placement

If temp or temp/hire – what is the start and approximate End date of assignment ____________________________

Approximate salary range for position (If placed): ______________ Bonus/Commission: ______________

If they need to travel will gas or millage be reimbursed and how much: ________________________________

Benefits: Indicate Yes or No: Health: __________, Dental: __________, 401K: __________, Other: __________________.

What is the dress Code: ________________________ Who will this person report to: ______________________

Days and hours of the position: Mon: __________, Tue: __________, Wed: __________, Thurs: __________,

Fri: __________, Sat: __________, Sun: __________. On Call: _____Yes, _____ No, Off days: ______________

Number of units: ______________ Market rent, subsidized – if subsidized which ones: ______________________

Job description of the position to be filled, or attach company job description.

____________________________________________________________

Please list any qualifications you would like the person to have:

________________________________________________________________________________________________________________________________________________

Are you currently or have you advertised for this position? YES NO

If yes, where and when? ____________________________________________

*Are there any applicants or resumes that you have now that you are considering? YES NO

Please note: This will ensure you will not receive a duplicate resume from ABT.

*If yes, please indicate the person’s name(s) on the below line.

____________________________________________________________

Community Name: ______________________ Management Company: __________________________

Address of property: ______________________________________ Phone: ______________________

Print Name: __________________________________ Title: ______________________

Signature: ________________________________ Date: ______________________
FAQ

1) What type of employee’s do you place for?

We exclusively serve the multi-family housing industry since 1998! That’s what sets us apart from the rest! We actually have candidates available for temp, temp to hire and permanent placement that have experience in your industry! Our candidates have experience in market rate properties and we have candidates that have experience in the subsidized housing arena as well (Housing Choice Voucher/section 8, project based section 8 and tax credit to name a few).

2) Do you have resumes that you can send to me now?

Yes, we pre-screen all of our candidates for you to ensure the right match for your company with the qualifications that you are looking for. In most cases we already have a database of pre-screened applicants and can provide resumes for you to review within a couple hours of your request. If we do not have candidates that have the experience you are looking for we would be happy to place an ad for you for free!

3) Do we have to temp them for a certain length of time before we can hire them?

No, you may hire them directly or if you would like to do a temp or temp to hire you can hire them on after one day if you wanted to. There is no waiting period! You may also use someone just on a temporary basis to help when you are short handed or otherwise have special projects for the temporary person to work on.

4) Do you charge 25% of the first year’s salary as a fee like the other employment agencies?

No, we charge a flat fee of $995.00 no matter what position you hire them for. Remember we do not charge a fee unless you hire someone from us or use him or her on a temporary basis. You may review resumes and interview candidates over the phone or in person without obligation.

5) Do you verify previous employment on your candidates?

Yes, saving your HR Department time to handle this task

6) Do we have to sign a contract with you?

No, however, we do have you sign a service agreement before we can begin sending you resumes. The service agreement merely states how our services work and reiterates the fees and what we do for you as part of those fees this way there is no questions and you know exactly what you can expect.
7) What are all the fees and what other services do you offer?

Price List: (subject to change without notice) last change effective 6-18-2018

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Direct Placement – $795.00

*First Time Client Placement Fee $500.00)
*See agreement for full details.

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Mystery Shops - $175.00 per evaluation

Conventional Seminar Series / topics will vary - $89.00 to $119.00 per attendee - Webinar’s - $59.00 per attendee.

We also have affordable housing seminars to train on Vouchers/Section 8, LIHTC to name a few. Prices will vary depending on if you want in person and or webinar and how many attendees.