



THE EDUCATION TEAM

Service Agreement

NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.

This agreement is entered into by and between **ChildCare Careers, LLC dba The Education Team** (hereafter "TET") and "Customer" (named below). TET and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from TET. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.
2. Customer will pay the four (4) hour minimum if a request for service from TET is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to **The Education Team office**. Notice to the temporary personnel is not adequate.
3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. TET will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.
4. Customer will promptly pay all invoices for services rendered according to the then current TET fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.
5. Customer will instruct and supervise the TET employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize TET employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business.
6. Customer acknowledges that TET has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through TET), a current or former TET employee introduced to Customer by TET (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay TET a placement fee according to TET's then current fee schedule. Customer will notify TET in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through TET. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from TET does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.
7. In any action or proceeding involving a dispute between TET and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by TET, and a binding agreement created between TET and Customer on the terms set forth herein, upon TET providing its employees to Customer.

Customer Name: _____
Full Legal Name of Entity

By: _____ Title: _____
Signature

Print Name: _____ Date: _____
Authorized Representative of Customer (Print Name)