

**CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered as of \_\_\_\_\_ between **DAS RESOURCES, INC (dba DAS ENTERPRISES)** ("DAS"), a Florida corporation whose principal offices are located at 2600 North Military Trail, Suite 125, Boca Raton, Florida 33431, and \_\_\_\_\_ The School Board of Palm Beach County, Florida (the "Client"), a corporate body politic whose principal offices are located at 3300 Forest Hill Blvd, West Palm Beach, FL 33406.

- 1) **Term.** This Agreement will remain in effect until terminated by either party. Obligations for payment, indemnification and hold harmless survive any termination. Termination must be by written notice. Such notice shall be directed to the School Board at: 3300 Forest Hill Blvd, West Palm Beach, FL 33406.
- 2) **Services.** DAS will provide the Client with DAS employees (the "Consultants") in various quantities the Client periodically requests for temporary labor. The Consultants will provide the types of services described in any Work Order the Client submits that DAS accepts. The form of written work order DAS uses is attached as Schedule A. DAS may rely on telephone instructions from the Client or its employees concerning such requests. Provision of Consultants is subject to availability.
- 3) **Payment.** The Client agrees to sign the provided time records confirming the hours that each Consultant worked. If a record is lost or destroyed, DAS may rely on a verbal authorization from the Client, including its employees, of the time worked. For the services each Consultant renders under this Agreement, the Client must pay DAS the regular bill rate for such Consultant. Such bill rate is set forth on the written work order, or in the absence of a written work order, based on the regular published rates of DAS. Bill rates may periodically change but no change will be effective unless DAS provides prior notice to the Client. The regular bill rates the Client must pay are adjusted for any Consultant who provides to the Client overtime work or work during DAS's regularly observed holidays. To the extent any wage or hour laws of a state require DAS to pay for time and one-half or double time for services a Consultant provides to the Client, the Client must absorb such additional pay and will be billed accordingly. DAS will invoice the Client for each Consultant's services not more frequently than weekly. The Client must pay DAS upon receipt of such invoice. Any amount payable to DAS that is not paid when due is subject to interest at a rate of 18% per year or, if less, the maximum legal rate.
- 4) **Employee Benefits.** As long as they perform services for the Client under this Agreement, the Consultants are DAS's employees. Accordingly, DAS will pay each such Consultant's salary and withhold therefrom all applicable state and federal payroll, social security, and income taxes—including F.I.C.A., F.U.T.A. and S.U.T.A. DAS must also pay all employer contributions relating to the foregoing taxes.
- 5) **Protection of Consultants.** The Client will assign duties to the Consultants and monitor the quality of their work. The Client must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the workplace, including, but not limited to, Title VII, ADA (including architectural barrier removal where applicable), ADEA, and OSHA. This includes providing Consultants with a workplace which is free from any unlawful harassment—sexual and other types—or discrimination, and is safe and protected from hazardous materials and conditions. The Client acknowledges that it may be liable for damages in connection with any breach of this paragraph.
- 6) **Governmental Agencies.** If any of the services that DAS provides under this Agreement is for work the Client is to provide under any contract with a governmental agency that requires DAS to pay the Consultants at a prevailing pay rate or provide benefits exceeding or additional to what DAS ordinarily pays or provides, the Client must reimburse DAS accordingly.
- 7) **Hiring Consultants.** If the Client—or any of its affiliates—hires any Consultant for any job description before the Client has received and paid for the equivalent of at least 6 months of full-time service for the same job description from the Consultant under this Agreement, the Client must pay DAS a fee equal to 20% of the initial annual salary to be paid to the Consultant (the "Placement Fee"). After such period of services from the Consultant expires, if the Client—or any of its affiliates— directly employs such Consultant for the same job description for which DAS placed such Consultant, the Client, need not pay DAS any Placement Fee. Except as provided above, if the Client does not hire the Consultant but at any time merely refers him or her to a third-party who does hire the Consultant, the Client, nevertheless, remains liable for and must pay DAS the Placement Fee. During the period that any Consultant is assigned to the Client by DAS and the 12-month period thereafter (collectively, the "Restriction Period"), if the Client or its affiliate desires to hire any person as an employee or independent contractor whom such Consultant refers or introduces to Client, as a condition of such hire, Client must first pay DAS its then standard placement fee for such hire to the same extent as if DAS placed such person directly. The Restriction Period for any Consultant recommences each time DAS assigns the Consultant to the Client.
- 8) **General Provisions.** DAS is an independent contractor in its relationship with the Client under this Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations if any made by and between the parties. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement. This Agreement and all transactions contemplated by this Agreement are governed by, and must be construed and enforced in accordance with, the internal laws of Florida without regard to conflict-of-laws principles. This Agreement may be executed in one or more counterparts, each of which is considered an original, but all of which together constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature page shall be binding upon any party so confirming. *Even if DAS has been advised of the possibility of such damages, it is not liable for any loss of profit or any other commercial damages—including, but not limited to, special, incidental, consequential, or other indirect or unforeseeable damages—under any cause of action (whether in contract or tort, including negligence) relating to this Agreement. DAS's maximum liability under this Agreement is expressly limited to any amounts the Client pays to DAS hereunder.*

INTENDING TO BE LEGALLY BOUND AND FOR A VALUABLE CONSIDERATION, the parties have executed and delivered this Agreement on the date set forth above.

DAS RESOURCES, INC (dba DAS ENTERPRISES)

Print Client's Name Above: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Reviewed and Approved  
as to Legal Sufficiency**  
*Kalishra 2-23-07*