



Apartment & Building Temporary Services, Inc.

Specializing in the Real Estate Industry

1600 Golf Road #1200 Rolling Meadows, IL 60008 Phone: 847-290-8390 Fax: 847-770-4932

Service Agreement

This agreement is made between ABT Temporary Services, Inc. (Herein after "ABT")

and (Legal name of Property/Owner of Property): _____

(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 or you use one of our temporary workers. 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)

Temporary or Temporary to Hire Fees: As payment for the services, the Customer shall pay to ABT the sum due for the total amount of hours indicated and signed for by a Customer representative on the weekly time sheets. Any temporary worker needs to take breaks according to the labor law depending on the hours worked that day. It is your responsibility to make sure that the employee takes the proper breaks necessary. We do not pay employees for any breaks or lunch and they need to be completely relieved of their duties during the break time. We pay the employee's and bill you from the time sheets that you sign and send to us. You will be billed time and a half for any overtime the temporary employee works that week. Please note: our pay week starts on Saturdays' and ends on Friday's. If you have any disputes on the invoice for temporary services or for any other services provided you must notify us in writing stating the facts within one week of the invoice date for that particular time sheet or service or we will consider that everything was satisfactory and the time and hours billed for and signed by you are accurate and complete. _____ (Initial Here)

Bonus or Commissions: ABT does not pay any commissions to any employee. If you wish to pay them a bonus or commission you may work that out with the employee and pay them directly. In addition, we cannot put any bonus or commissions on 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). There is a one-time discount on the placement fee for all new clients. That fee is \$995.00 and applies to the entire company as a one-time fee and not per property. _____ (Initial Here)

Payment Terms: Invoices are due and payable upon Customers receipt. _____ (Initial Here)

The Customer shall also pay a finance charge of 15% for all invoices that are 30 days past due and incur a late fee of \$50.00. In addition, at anytime that there are past due invoices of 14 days or more we may temporarily 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 exhibit "A" for current prices. The fee's are subject to change without notice). _____ (Initial Here)



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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 in order 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 that fee's will apply. _____(Initial Here)

Workers Compensation and Policy's: 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 workers 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. We do also carry general liability insurance and a certificate can be provided. However, if additional insured language or higher rates are required we would pass along the cost from our carrier to accommodate those changes/language. Prior to those changes being made we will inform you of what that additional charge will be. _____(Initial Here)

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. _____(Initial Here)

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. This agreement may not be modified except in writing signed by all the parties. Attached hereto and made part hereof is Exhibit "A" and "B". _____(Initial Here)

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. __ (Initial Here)

***Customer:** I certify that I am an authorized agent for the Owner/Management Company and can sign on their behalf.

***Signature of Authorized Agent for owner:** _____ Date: _____

Print your name: _____ Your title: _____

Community Name: _____ Management Company: _____

ABT Temporary Services, Inc.

(Signature authorized officer of ABT): _____ Date: _____



Exhibit "A" Service Options – Screening Process - Price List

Temporary or 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 status at any time. 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.

Direct with Guarantee:

We do offer a guarantee to those clients who wish to utilize this option. However, the fee for a direct placement with a guarantee is \$450.00 more than the direct placement with no guarantee (add \$450.00 to the placement fees to the right). To qualify for this option the fee must also be paid upon acceptance of job offer (within 30 days). The guarantee period is 30-days. If within the guarantee period that employee does not work out, we will then give you a credit on your account equal to 40% of the placement fee. If you decide for us to help you then replace that employee there will then be an additional placement fee due for that new hire with the same direct guarantee period.

Fee Schedule:

<u>Position:</u>	<u>Per hour rates</u>	<u>Placement Fee</u>
Manager	\$24.50	\$1550.00
Asst. Mgr.	\$23.50	\$1350.00
Leasing Dir.	\$23.50	\$1350.00
Leasing/Admin.	\$22.50	\$1350.00
Re-cert. clerk	\$22.50	\$1350.00

(First Time Client Placement Fee \$995.00)

Other Services Price List:

Mystery Shops - \$150.00 per evaluation

(Prices subject to change without notice)

By: _____
(Print Name)

By: _____
(Signature of Managing Member or Rep.)

Date: _____

By: * _____
(Signature authorized officer of ABT)

Date: _____



Exhibit "B" Description of Position

(Dated 8-2010)

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

Title of position available: _____ Desired start date: _____

Are you looking for: [] Temporary [] Temp to hire [] Direct Placement

Approximate salary range for position: _____ Bonus/Commission: _____

Benefits: Indicate Yes or No: Health: _____, Dental: _____, 401K: _____

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: _____ Conventional (Market Rate) or Subsidized: _____

Job description of the position to be filled - and 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 persons name(s) on the below line.

Community Name: _____ Phone: _____

Address of property: _____

Management Company: _____ Phone: _____

Print Name: _____ Your Title: _____

Signature: _____ Date: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
ABT Temporary Services, Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1600 Golf Road #1200

City, state, and ZIP code
Rolling Meadows, IL 60008

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								
3	6	4	2	6	2	1	6	4

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.