

PAY AS YOU GO
LARRIEU MANAGEMENT RECRUITER
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of _____ by and between _____ (“Company”), and Larrieu & Associates Management Consultant Corp., (“Lar Mgt.”) on the following terms and conditions.

1. **Services and Fee’s:** Company agrees to pay Lar Mgt. for Services as specified in Amendment 1, or such additional Amendments as may be signed in the future, at the hourly rates set out therein. The hourly rates shall be paid for each hour Contractor, its employee’s and/or agents (collectively “Contractor”) perform services for Company. Adding a new Amendment, when each additional Contractor starts may amend this agreement.

2. **Invoices:** Invoices will be rendered weekly based on time slips Lar Mgt. provides to its Contractor and which must be signed by a Company Representative each week. Signed copies of Company’s time slips are acceptable. Signing the time slip confirms that the Contractor has satisfactorily worked the hours reported.

Under normal circumstances, all the hours worked by the Contractor will be for work performed on the Company’s premises. If the Company agrees that the Contractor may perform work off site, then the Company agrees the number of hours reported by the Contractor (and the resulting invoice) as being valid and accurate. In such an event, the Contractor will report the number of hours daily. The Company must advise Lar Mgt. in advance and in writing of any restrictions on the number of hours to be worked by the Contractor off site.

Payment terms associates with these invoices will be due 30 days from receipt of invoice. Unpaid balances past due date are subject to a 2% per months penalty or less as determines by local law.

3. **Expenses:** The Company may directly reimburse Lar Mgt. Contractor for any out-of-pocket expenses that the Company may authorize.

4. **Conversion:** Company understand that Contractor is a unique and valuable asset of Lar Mgt. Should the Company or the Company’s own Client(s) who receive direct services by Contractor during the performance of this assignment find it advisable or desirable to transfer the Contractor to Company’s or Client’s payroll prior to 480 hours worked, the Company will pay a percentage fee of offered annual salary to Lar Mgt. according to the following breakdown:

TERM (WEEKS)	HOURS WORKED	PERCENTAGE FEE
0-4	0-160	20%
5-8	161-320	18%
9-12	321-479	15%
13	480	10%

Payment terms associated with Conversion Fees will be due within 15 days from receipt of invoice with no refund.

5. **Liability:** Company shall not entrust Lar Mgt. Contractor with unattended premises, cash negotiables and other valuables, or authorize such Contractor to operate its machinery or motor vehicles without prior written permission from Lar Mgt. in each instance. Lar Mgt. insurance does not cover loss or damage caused by Lar Mgt. Contractor operating Company’s owned or leased motor vehicle (s) and that Company accepts full responsibility for claims including the defense thereof, involving bodily

injury, property damage, fire, theft, collision, cargo damage or public liability damage sustained or incurred as a result of Lar Mgt. Contractor driving such vehicle(s) or arising out of or involving a violation by Customer of this clause.

6. **Basic Services:** Contractor will perform the function of Lar Mgt. for the project.

7. **Company Representative:** “Company Representative” is defined as or such other person as may be subsequently designated by Company in writing as its representative for purpose of the Agreement. All instruction, approval, submissions, notices, or any other communications of transactions, which must be made to or by the Company pursuant to this Agreement, must be made through the Company Representative.

8. **Compensation and Statements:**

8.1 Lar Mgt. shall bill the Company in accordance with the signed timecard, which payments shall be full compensation for and in consideration of the Basic Services and the warranties, representations, agreements, and grant of right contained in this Agreement.

8.2 The Company may at any time cancel any aspect of the Basic Services, provided that the company informs Lar Mgt. of any such cancellation in writing. In the event of any such cancellation Lar Mgt. shall be compensated for any Basic Services rendered prior to notice to Lar Mgt. of such cancellation, but any compensation allocated to services, which were yet to be rendered with regard to any canceled aspect of the Basic Services, shall then be eliminated.

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8.3 Lar Mgt. shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the Basic Services, or any other services authorized by Company under this Agreement

9. **Confidentiality:** Each party (“such party”) shall hold in trust for the other party (“such other party”) and shall not disclose to any non-party any confidential information of such other party, except as necessary to complete the services. Confidential information is defined as information which relates to such other party’s research, development, trade secrets, or business affairs, but does not include: (a) information known to such other party prior to execution of this Agreement, (b) information which is known or able to be ascertained by a non-party in computer designed and programming, and/or (c) is in the public domain.

10. **Warranties:** All warranties whether oral or written, express or implied, including the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed. Company agrees that Lar Mgt. will have no liability to Company regarding any defects in performance of the services hereunder, nor shall Contractor be responsible for consequential, special or punitive damages. In no event shall Lar Mgt. liability to Company exceed the amount of services performed for and paid by Company regarding Contractor.

11. **Termination:** This Agreement may be terminated immediately by either party upon twenty four hours notice to the other party, should the other party fail to perform any of its obligations

hereunder through no fault of the party initiating such termination. This Agreement may be terminated by the Company for any reason, effective upon written notice to the Contractor, provided that the Company's payment obligation with regard to any Basic Services rendered to the Company's satisfaction prior to such notice of termination shall be the same as its obligation with regard to Basic Services rendered prior to notice of cancellation under Article 8.

12. **Fax Documents:** Copies of facsimile documents transmitted by either party to the other shall be deemed to be the original and may be used for all purposes as if signed as an original.

13. **Entire Agreement:** This Agreement is complete and entire and supersedes and terminates prior Agreements. Any modifications of this Agreement must be made in writing specifically signed by both Company and Lar Mgt. If any portion of this Agreement is held to be invalid or unlawful for any reason, this portion shall be deemed severed from the remainder of the Agreement but shall in no way affect or impair the validity of the remaining portions of the Agreement.

14. **Waiver:** All waivers hereunder must be made in writing, and failure at any time to require the other party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation.

15. **Governing Law:** This Agreement shall take effect under and be governed by the laws of the State of Florida applicable to agreements entirely made and performed in Florida and by Florida residents.

16. **Relationship of the Parties:** Neither Contractor, nor its employees and/or agents, are or shall be deemed employees of the Company, Lar Mgt. shall have its agents and or employees working under this Agreement sign a confidentiality form as set forth in paragraph 9, together with covering said individuals with Worker's Compensation insurance.

17. **Equal Employment Opportunity:** Lar Mgt. is equal opportunity employer. Lar Mgt. affirmatively recruits, hires and compensates Employees based on their abilities, achievement and experiences without regard to race, religion, sex, age, national origin, disability, mental condition, veteran status, sexual orientation or any other factors prohibited by law.

This Agreement is executed and effective as the day and year first above written.

Approved: _____
Larrieu & Associates Management Consultant, Corp.

Date:

Client Representative Name

Date:

Client Representative Signature

Client Representative Title