

Private Client Staffing Services Agreement

Thank you for choosing Event Staffing by Marsell, Inc. ("Marsell") for your private event staffing needs. This letter agreement ("Agreement") establishes the terms and conditions of Marsell's provision of event staffing and support services to you, the Client, as follows:

1. **Scope of Work & Service Guarantee.** Marsell will provide staff personnel and every effort is made to fill your order exactly as requested. All Staff provided by Marsell are employees of Marsell and not employees of Client. Staff will perform the following service for the Client; (a) Bartenders will set up a bar stations to serve beverages and make mixed drinks. Bartenders will break down and clean bar stations during and immediately following the event. (b) Servers will set up chairs, tables, flatware, utensils and buffet stations and will perform services such as serving food, drinks and cleaning tables. Following the event, Servers will clean, break down, and stock tables and chairs. (c) BBQ Grillers will set up a barbecue station. BBQ Griller service includes cooking and warming meat and vegetables, preparing plates and serving guests. Agency Staff may be asked to perform additional services with a prior approval from the Agency

2. **Payment of Services.** A 50% deposit is required at contract signing. Payment of remaining balance is due fourteen (14) days prior to anticipated date of delivery of Services ("Event"), but in no event any later than the date of the Event. Full payment is required to complete Staff booking if event date is less than 14 days away. All bookings cancelled on same day of an event will be subject to 100% cancellation fee. You agree that the deposit amount is based on the fee proposal generated in accordance with the anticipated scope of Services to be provided. You further agree that the remaining balance shall include any and all additional time or service provided by Marsell upon Client's request.
 - a. There is only a 10 – 15 minute grace period. If the grace period is exceeded the excess minutes will be rounded to the hour and charge accordingly to the hourly charge per staff member present.
 - b. There is a **four - five-hour minimum** required for all events. Should the services of Event Staffing by Marsell be terminated before the four or five (4 - 5) hour period, Client agrees to pay a minimum payment for a total of 4 -5 (four - five) hours.
 - c. No changes may be made to this agreement by Client within seven (7) days prior to the Event, unless otherwise agreed to by Marsell. Thereafter any paid deposit will be non-refundable, unless Marsell is responsible for the cancellation.
 - d. Client agrees to communicate any dissatisfaction or complaint immediately. Notwithstanding the above, in no event shall the communication of any dissatisfaction or complaint alter Client's obligation to pay any outstanding balance for Services already rendered.

3. **Insurance.** Agency has Worker's Compensation Insurance and will provide a copy of certificate upon Client's request. In addition, Agency may provide a General Liability Insurance (COI) for Venues. COI is subject to additional fee and will be valid for two days starting from official event date. Client is responsible to provide accurate information regarding Venue, since any changes to COI will be subject to additional fee
4. **Non-Solicitation of Staff & Placement services.** Due to transparent business practice the Agency adheres to, Client agrees not to solicit or offer a job to the "Marsell" Staff directly, for one year following the completion of the assignment. Client agrees not to permit or cause Agency Staff to be hired by another firm for at least one year following the completion of the
5. **Service Limits.** Client is not allowed to request or knowingly allow Agency Staff to serve liquor to minors or to the mentally incompetent persons. Client should assume sole responsibility for verifying, that all individuals being served are of legal drinking age. Client also should assume responsibility for monitoring the service of alcohol to intoxicated individuals at the event. Bartenders reserves the right to refuse service to anyone believed to be overly intoxicated, belligerent or without proper proof of age. Client should not hold Agency responsible for (a) liability and damages incurred as a result of serving alcoholic beverages to a minor or mentally incompetent person and (b) any liability or damages incurred under the Dram Shop Act, General Obligations Law 11-101. Client maintains sole responsibility for all injuries and damages caused by any food or beverage served at the event by Agency Staff. Client agrees that none of Agency Staff will be allowed or required to warm or cook food (with exception of BBQ Grillers), clean restrooms, wash dishes, move tables, chairs and other furnishings up or down stairs, or carry overweight items without prior written approval from the Agency. Additionally, each Agency Staff member may set up and break down no more than one-hundred chairs and ten tables at any scheduled event.
6. **Indemnification.** In no event shall Marsell be liable to Client for (i) any special, incidental, or consequential damages of any kind (including, without limitation, lost profits); (ii) any punitive damages arising by virtue of any dealings between the parties; and (iii) any claims or demands against Client by a third party arising out of, or connected to the Services, unless such claims are a result of gross negligence on the part of Marsell. THE CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EVENT STAFFING BY MARSELL, INC, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES , LOSSES, COSTS AND EXPENSES, INCLUDING AND WITHOUT LIMITATION ATTORNEY'S FEES, BODILY INJURY CLAIMS, PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE, RESULTING FROM OR ARISING IN CONNECTION WITH PROVIDED SERVICE REGARDLESS OF CAUSE OR FAULT.
7. **Force Majeure.** Marsell will use its best efforts to prevent delays or postponements in service, however, Marsell shall not be liable for any damages of any kind incurred by the Client by reason of any postponement or delay of service caused by an interruption in our usual operations, or if service herein provided is delayed or postponed by reason of acts of God, industrial disturbances, fires, or other causes not within the control of Marsell.

8. **Damages & Loss:** You agree, at your own discretion and expense, to provide and maintain protection, insurance or personal guarantee against any loss, damage, or destruction during the event. [Marsell will provide proof of applicable coverage to corporate clients upon request.]

9. **Additional Fees.** Extra working hours are subject to additional fee as a standard hourly rates per Staff and based from rates provided in Quote. Due to Agency service limits as set forth in clause number 1 of this Agreement, Agency will charge \$50 flat fee for dishwashing, should Client request any Staff to perform such service. The dishwashing service is performed only by one staff member, and should not take more than 1 hour. If applies, additional fee will be charged to Client's credit card on file after completion of the event. Agency will send an invoice prior to charge.

10. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in the State of New York and will be governed by the laws of the State of New York. Any action based on or alleging a breach of this Agreement must be brought in a state or federal court in New York, and the parties hereby consent to the exclusive jurisdiction of such courts. The parties expressly waive any right to a jury trial.

11. **Break time.** Client must provide 20 minutes break with food to all Staff after 6-hours of work. Break time can be split into several shifts, while some Staff members are working, the others will take a break.

12. **General.** This Agreement constitutes the entire agreement and understanding between the parties; supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof; and may not be amended or modified except in a document signed by the party to be bound thereby.

I have read and agree to the terms listed above.

[CLIENT NAME]

Signature: _____ Date: _____