

# DREAMHIRE EXPRESS - CENTER SERVICE AGREEMENT

Entered into on \_\_\_\_\_

Parties:

Known as "DreamHire"

DreamHire Express LLC

admin@dreamhireexpress.com

12816 S. Inglewood Ave #554, Hawthorne, CA 90250

(310) 919-0109

and

Known as "Center"

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This Agreement (this "Contract") is made effective as of \_\_\_\_\_  
by and between Center and DreamHire.

1. **DESCRIPTION OF SERVICES.** Center will contract with DreamHire to obtain permanent and temporary staffing assistance from prequalified individuals ("Service Providers") via GigFlex and other platforms licensed by DreamHire.
2. **PAYMENT FOR SERVICES.** The cost of hourly temporary services varies depending on your location. DreamHire will provide Client with appropriate service options and pricing for Client's location. DreamHire reserves the right to amend pricing at any time in writing with advance notice. Temporary staff reserved prior to price change will be billed at the original rate.

Payment for temporary services is due at the time of the Center's request. If payment is not received prior to the end of the Service Provider's assignment (the end of the first day for multi-day assignments), DreamHire reserves the right to add a late fee equivalent to 5% of the outstanding invoice.

3. **NON-ENTICEMENT OF SERVICE PROVIDERS; NO HIRE.** DreamHire offers permanent placement of Services Providers as part of its regular business. Center understands that solicitation of Service Providers would harm DreamHire. Center and any of its Affiliates, including any other business owned, operated, or licensed by the same licensee, shall not and shall not assist any other Person to, directly or indirectly, solicit, recruit, or hire any Service Provider of DreamHire who has not been inactive, not performing any services on behalf of DreamHire, on any DreamHire platform for a minimum of 365 calendar days. This restriction shall commence immediately upon signature of this contract and shall terminate 365 calendar days after the written termination of this contract by either party.

If Center fails to abide by this provision, Center will be billed for the placement at 150% of the standard rate as soon as DreamHire is made aware of the breach. DreamHire reserves the right to settle the balance by charging the Center's payment method on file, pursuing the debt in court, sending Center's account to a debt collection agency ("Collections").

Center agrees to refrain from using any measures to circumvent DreamHire's permanent placement fees and procedures.

4. **RESPONSIBILITIES OF CENTER.** The Center agrees to provide a safe and legally compliant work environment for Service Providers, pay agreed-upon fees promptly as specified in this and supplemental agreements, notify DreamHire immediately of any changes in licensure status, and maintain insurance at all times. Failure to do so may result in termination of this contract and additional penalties.

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No refunds or pro-rates will be given if service is canceled due to failure or negligence on behalf of Center to provide a safe and sanitary work environment in accordance with the governing child and body and other local, state, and federal laws.

5. **RESPONSIBILITIES OF DREAMHIRE.** DreamHire agrees to prescreen Service Providers to ensure they meet the minimum standards of governing bodies and have a criminal background clearance.
6. **CANCELLATION.** Center may cancel service up 24 hours in advance for a full refund. Because the Service Providers set aside time and turn down other assignments for your request, there will be no refunds given if you cancel without providing notice at least 24 hours prior to the start of the accepted assignment.
7. **CONFIDENTIALITY.** Both parties agree to keep all confidential information obtained during the terms of this agreement private and not disclose it to any third party.
8. **FORCE MAJEURE.** Neither party shall be liable for failure to perform any obligations under this Agreement if prevented by circumstances beyond their reasonable control (including but not limited to acts of God, war, terrorism, or government regulation).
9. **TERMINATION.** This contract must be terminated in writing and either party reserves the right to do so with or without cause or prior notice.
10. **RELATIONSHIP OF PARTIES.** It is understood by the parties that DreamHire is an independent contractor with respect to Center, and not an employee of Center. Center will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DreamHire.
11. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any agreement whether oral or written.
12. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Contract are invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of California. Digital signature of authorized signor/representative of Center constitutes a legally binding agreement to this Contract.

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14. **DISPUTE RESOLUTION.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the dispute cannot be resolved through negotiations within 30 days, the parties agree to submit the dispute to mediation before a mutually agreed upon mediator in Los Angeles County, California.
15. **ARBITRATION.** If the parties are unable to resolve the dispute through mediation within 30 days, the dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Los Angeles County, California, and the decision of the arbitrator(s) shall be final and binding on both parties. Each party shall bear its own costs and attorneys' fees, and the cost of arbitration shall be shared equally, unless otherwise decided by the arbitrator.
16. **EXCLUSIVE JURISDICTION.** If arbitration is not applicable or enforceable, any legal action or proceeding arising under this Agreement shall be brought exclusively in the state and federal courts located within Los Angeles County, California, and both parties hereby consent to the jurisdiction of such courts.

DreamHire:

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(Print Name and Title)

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(Signature)

Center:

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(Print Name and Title)

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(Signature)