



MAREK EMPLOYMENT MANAGEMENT COMPANY

TEMPORARY LABOR SERVICE AGREEMENT

Memco, Inc. whose address is 2626 S. Shaver, B-2, Pasadena, Texas 77502 agrees to perform, and Horizon Montessori Public School 2402 E Business 83 Weslaco, TX 78596. (herein called "Customer") agrees to pay for the following services upon the terms, conditions, and at the rates specified herein.

I. SCOPE OF SERVICES

During the term of this agreement, MEMCO agrees to provide personnel to Customer for the purpose of providing service to Customer on a temporary basis.

Customer shall be responsible for providing at no cost to MEMCO facilities such as work space and miscellaneous supplies necessary for MEMCO personnel to perform their tasks. Direction and guidance in the establishment of work tasks and their accomplishment in accordance with agreed upon standards for milestones, specifications, and performance shall be the responsibility of the Customer unless otherwise stated herein.

II. PERSONNEL

MEMCO personnel assigned to perform work under this agreement shall not in any sense be considered employees of Customer or act in any sense as agents or representatives of Customer. MEMCO personnel shall be paid exclusively by MEMCO for all services performed and MEMCO shall be responsible for and comply with all requirements and obligations relating to such personnel under local, state and federal law. Customer has no responsibility for withholding any portion of salary or wages due personnel to comply with any aforementioned laws.

Customer shall provide a safe, clean work environment for MEMCO personnel that complies with all applicable local, state and federal laws. In consideration for the agreement of MEMCO to provide employees to Customer hereunder, and the other obligations of MEMCO set forth herein, MEMCO shall have the absolute right, but not the duty nor the obligation, at all reasonable times and as often as may be necessary in the sole discretion of MEMCO and Customer shall permit MEMCO or any agent appointed by MEMCO to visit, inspect, and examine Customer's work place and environment and safety thereof, at all locations to which any MEMCO employee may be assigned by Customer, including all transportation or other facilities affecting any MEMCO employee while assigned to Customer. Notwithstanding MEMCO's rights under this section, it is understood that it is Customer's duty to comply with all applicable safety laws and to ensure MEMCO's employees are in compliance with such safety laws as well as customer's safety policies and practices.

III. CHARGES

All services provided by MEMCO will be on a time and materials basis unless otherwise authorized in writing by MEMCO. Applicable personnel classifications and corresponding rates will be designated in quote, attached hereto and made a part hereof for all purposes. MEMCO's charges shall specifically include fees to pay worker's compensation premiums and provide worker's compensation insurance coverage to employees assigned to Customer. Any weekly time worked over 40 hours per work week will be considered overtime and subjected to billing at time and a half rate. It will be the responsibility of the Customer to monitor, track, and report time to MEMCO.

Taxable income not included in normal hourly week, ex-Holiday pay, bonus pay, vehicle allowance, etc., will be charged at an 18% Labor Burden Fee.

Affordable Care Act Surcharge: Effective 2/1/2015 a 1/2% surcharge will be applied to all invoice totals.

Should an employee choose to opt into the MEMCO MEC insurance plan, an additional \$1.00 per employee, per week, will be charged to the invoice in order to comply with the ACA Regulation stating Staffing companies must change more per employee choosing coverage on a Staffing Companies insurance plan. By passing along part of the ACA compliance costs to our customers, an indemnification is triggered protecting customer from ACA penalties relating to MEMCO employees working under customer supervision.

In the event of employee injury resulting in Restricted/Light Duty work, client will provide light duty if necessary.

IV. GENERAL TERMS AND CONDITIONS

A. Billing Terms: Billing will be rendered weekly with payment due upon receipt of invoice without offsets or deductions. Other sections of this agreement notwithstanding, MEMCO reserves the right to immediately discontinue services to Customer in the event of bankruptcy (voluntary or involuntary), insolvency, or nonpayment of services on the part of the Customer. Further, MEMCO reserves the right to assess a late payment charge of one percent (1%) per month or at the maximum rate permitted by law, whichever is less, on the unpaid balance of any amount fifteen (15) or more days past due. Customer agrees to reimburse MEMCO for reasonable collection expenses on delinquent accounts including attorneys' fees.

B. Rate Escalator: MEMCO reserves the right to change rates and service hereunder by providing the Customer with thirty (30) days advance written notice.

C. Additional Charges: Per Diem pay established by Customer to compensate MEMCO employees for expenses incurred while performing out-of-town work will be billed to the Customer at no additional mark-up. Any taxable travel pay established by Customer to compensate MEMCO employees for travel time or expenses will be billed with the normal mark-up included.

D. Acceptance: Customer shall be deemed to have accepted the MEMCO services provided hereunder upon performance of the work identified in each Work Order. Any further changes or additional services will be handled by Work Order to this agreement subject to the availability of



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liability of MEMCO personnel.

E. Termination: Customer may terminate this agreement and/or an associated Work Order by providing MEMCO one (1) month's written notice thereof and MEMCO may terminate this agreement by providing Customer with one (1) month's written notice. Customer agrees to pay MEMCO for all work performed up to the effective date of such termination.

F. Disclaimer: MEMCO makes no warranties of any kind either express or implied, and disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to technical information or technical assistance provided by MEMCO under and pursuant to this agreement.

G. Non-Solicitation: Customer agrees not to hire or solicit for employment, without MEMCO approval, any MEMCO employee who is assigned to work under this agreement during the first 90 days of employee's assignment. Should customer desire to engage MEMCO employee in any type of employment or contract arrangement that excludes MEMCO, then customer shall pay a finders fee based on employee's length of assignment, not to exceed \$2000.00.

H. Waiver: The failure of either party to exercise any of its rights or to enforce any of the provisions of this agreement on any occasion shall not be a waiver of such right or provision of this agreement.

I. Relationship: Nothing contained in the agreement shall be construed to imply a joint venture or principal and agent relationship, between MEMCO and Customer, and neither party shall have the right, power, or authority to create any obligation expressed or implied on behalf of the other party.

J. Severability: If any provision of this agreement is invalid or unenforceable under any applicable statute or rule of law, then the affected provisions shall be curtailed and limited only to the extent to bring said provisions within legal requirements and this agreement as so modified shall continue in full force and effect.

K. Notices: All notices required by or relating to this agreement shall be in writing and shall be sent to "Attention: Contracts Department" at the addressees set forth on page one (1) of this agreement. All such notices shall be deemed duly given if delivered by certified mail or messenger.

V. INSURANCE

A. MEMCO shall provide worker's compensation and employer's liability coverage on all personnel assigned to provide work under this agreement. Evidence of such coverage shall be provided to Customer and no cancellation or restrictions of such coverage shall be permitted without a thirty (30) day written notice to Customer. Such policies will be endorsed to include a waiver of subrogation in favor of Customer. It will also name Customer as an alternate employer of employees provided under this contract to the extent that any claim anticipated under this policy does not allege or assert gross negligence on the part of Customer. Coverage under the alternate endorsement is limited to a maximum of \$1,000,000.

B. MEMCO shall provide Broad Form Contractual Liability coverage with limits of not less than one million dollars (\$1,000,000) covering its obligations under the Article VI of this agreement.

VI. HOLD HARMLESS

Subject to the limitations set forth below, MEMCO agrees to indemnify and hold harmless Customer from and against claims, damages, losses, and expenses due to the personal injury or death of any employee of Customer, arising out of or resulting from the willful misconduct of a MEMCO employee while on the Customer's premises or jobsites.

MEMCO SHALL NOT BE LIABLE FOR ANY DELAY IN OR FAILURE TO PROVIDE SERVICES IN DUE TO ANY CAUSE OR CONDITIONS BEYOND REASONABLE CONTROL, WHETHER FORESEEABLE OR NOT. THE LIABILITY OF MEMCO UNDER OR IN CONNECTION WITH THIS CONTRACT IS HEREBY EXPRESSLY LIMITED TO THE ACTUAL DIRECT DAMAGES OF CUSTOMER AND COST OF DEFENSE, AND IN NO EVENT SHALL MEMCO, ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS, OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DATE: 3/6/2019

Memco, Inc.

By: Luis Rivera
Name: Luis Rivera
Title: Account Manager

Horizon Montessori Public School

By: [Signature]
Name: Alim U. Ansari
Title: Superintendent



MAREK EMPLOYMENT MANAGEMENT COMPANY

Proposal Prepared for Horizon Montessori Public School

Created Mar 6 2019 – Valid for 90 days beyond proposal date, or date of last account activity

These are the full per hour rates and include all payroll taxes, insurance, federal filings, I-9 eligibility documentation, pre-employment drug screening, administrative costs, PPE (Hard hat, vest, gloves, safety glasses) and State wide criminal background check (per client request). Additional background checks, ex-MVR, Credit, Nationwide, etc., project or company specific badging, credentialing, or training is not in this pricing structure and will be billed to customer at MEMCO's cost, without markup.

Skilled/Semi-Skilled Labor Services 38% Blended Burden Rate

W/C Codes & Trades Included in this Blended Rate: 9014

Skilled/Semi-Skilled labor is billed at a burden rate that is applied directly to the hourly wage of the employee. There is no hidden cost- you are billed only for the man hours used. Although we may provide suggestions, our client always has final determination of the wage of the employee.

Example- A \$10 hour employee @ 38 % burden rate:

MEMCO invoices \$13.80 per hour

Full Service Employee Placement

MEMCO will perform all aspects of the recruiting/hiring process, pre-screening to your specifications, and matching qualified candidates to a work assignment. You can leave workers on our payroll for as long as you like, or you have the right to permanently hire these employees to your payroll at no charge after they have worked the required hours.

Temp-to-Perm Hiring/Payrolling Service

Horizon Montessori Public School can continue to source their own workers with the option of placing new hires on the MEMCO payroll for a temporary observation period. This service releases you of liability for Workers Comp & Unemployment, and relieves your responsibility of quarterly filings & I-9 documentation, turning your new hires into a line-item expense. This option can be used for a risk free evaluation period, or as a permanent means of workforce management.

Hours Required to "Rollover": 720/ Direct Hire Finder's Fee: \$2000 *

Finder's fee is prorated & only calculated on employees permanently hired prior to working the required amount of hours

Credit Terms: Invoices due upon receipt- Interest charged on balances 30+ days in arrears.

Overtime: Any weekly time worked over 40 hours per work week will be considered overtime and subjected to billing at time and a half rate. It will be the responsibility of the Customer to monitor, track, and report time to MEMCO.

Affordable Care Act Surcharge: Effective 2/1/2015 a 1/2% surcharge will be applied to all invoice totals.

Should an employee choose to opt into the MEMCO MEC insurance plan, an additional \$1.00 per employee, per week, will be charged to the invoice in order to comply with the ACA Regulation stating Staffing companies must change more per employee choosing coverage on a Staffing Companies insurance plan. By passing along part of the ACA compliance costs to our customers, an indemnification is triggered protecting customer from ACA penalties relating to MEMCO employees working under customer supervision.

Light Duty: In the event of employee injury resulting in Restricted/Light Duty work, client will provide light duty if necessary.

LUIS RIVERA
ACCOUNT REPRESENTATIVE



Atlanta | Austin | College Station | Dallas | Denver | Houston | Nashville | Pasadena | San Antonio | SER Jobs | Spring

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Pasadena, TX. 77502
Office: (713) 910-3534
Cell: (713) 298-0606
Fax: (713) 910-3238
Email: LuisRivera@MarekBros.com



Branch _____
MEMCO, Inc.



MEMCO, INC.
4555 Dacoma St #100
Houston, Texas 77092
713-683-8996
fax 713-683-8997

APPLICATION FOR CREDIT

CREDIT APPLICANT

DATE OF APPLICATION: 3/18/19

COMPANY NAME: Horizon Montessori Public Schools
STREET ADDRESS: 2402 E. Business 83
CITY: Weslaco STATE: TX ZIP: 78596
PHONE: (956) 969-3092 FAX: (956) 969-8614
WEBSITE: hmpps.net

ORGANIZATIONAL STRUCTURE

CIRCLE CORRECT TYPE: CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP L.L.P.
NAME/TITLE OF CHIEF OFFICER/PRINCIPAL: Alim Ansari
HOME ADDRESS: 1322 W. Sugar Cane
CITY: Weslaco STATE: TX ZIP: 78596
PHONE: (956) 969-3092 EMAIL: aansari@hmpps.net TAX I.D./: 742859107
ACCOUNTS PAYABLE CONTACT: Jihad Colyer
ALL INVOICES AND STATEMENTS WILL BE SENT VIA EMAIL. PLEASE PROVIDE EMAIL ADDRESS:

PRINCIPAL'S DATE OF BIRTH: 04/04/1952 YEARS IN BUSINESS: 21

LOCAL TRADE REFERENCES

NAME: <u>Labatt Food Service</u>	PHONE: <u>(210) 661-4216</u>	FAX: <u>(210) 661-0973</u>
NAME: <u>Office Depot</u>	PHONE: <u>(214) 528-4500</u>	FAX: _____
NAME: <u>Gulf Coast Paper Co.</u>	PHONE: <u>(956) 541-2281</u>	FAX: _____
NAME: <u>Lowes</u>	PHONE: <u>(956) 969-6030</u>	FAX: <u>(956) 969-6033</u>

SURETY & INSURANCE

SURETY COMPANY: _____
AGENT: _____ PHONE: _____
INSURANCE COMPANY: McGriff Insurance
AGENT: Ben Odom PHONE: 713-273-2606

SOLICITATION AND/OR DIRECT HIRE OF A MEMCO EMPLOYEE WITHIN THE FIRST 90 DAYS WILL BE SUBJECT TO A \$2,000.00 CHARGE PER EMPLOYEE.

I (we) represent that the above information is true, correct and complete to the best of my (our) knowledge. I (we) understand that it will be used for the purpose of obtaining credit from the Marek Family of Companies. I am (we are) authorized to, and do hereby, bind my (our) firm in accordance with the attached Terms of Credit.

SIGNED: Alim U. Ansari WITNESS: _____
PRINT NAME: Alim U. Ansari PRINT NAME: _____
OWNER SIGNATURE REQUIRED

TERMS OF CREDIT

The credit applicant (as shown in the attached Application for Credit), hereinafter referred to as "Applicant," understands it is applying for credit from The Marek Family of Companies ("Seller"), and in applying, agrees to be bound by all of the terms and conditions contained in this application, any documents referenced by this application or any supplements to this application.

The Applicant agrees to pay for all charges in connection with the purchase of goods and/or services from the Seller according to the terms of Seller, which may be listed on invoices or otherwise. With respect to any sales of goods or services by Seller to the Applicant on credit, the Applicant agrees that all amounts payable on or before the net due date as shown on each of the Seller's invoices will be paid by the said due date, and, if not paid on or before said date, are then to be deemed to be delinquent (a "Delinquency"). It is understood that the Seller may impose and collect finance charges on any Delinquency, which charge will be the lower of (a) one and one-half percent (1 ½ %) per month or (b) the highest rate allowed by law with respect to debts due by the Applicant on any amount which becomes a Delinquency. Additionally, the Applicant agrees to be liable for all internal and external collection costs and attorney's fees in connection with any Delinquency placed for collection by the Seller. As a result of this application or otherwise, should a credit availability be granted by Seller to the Applicant, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of the Seller, and the Applicant shall be bound by all of the terms set forth in this application and payment terms on any invoice. The Seller may terminate any credit availability at any time within its sole discretion.

If the Applicant's application for business credit is denied or there is a denial of a request for an increase in business credit, the Applicant has the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Seller at Credit Department, 4555 Dacoma St. Ste 100, Houston, TX 77092, phone number 713.683.8996, within 60 days from the date the Applicant is notified of the Seller's decision. The Seller will send the Applicant a written statement of reasons for the denial within 30 days of receiving the Applicant's request for the statement. Notice: *The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, religion, color, national origin, sex, marital status, age, (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, Sixth Pennsylvania Avenue, NW, Washington, DC 20580.*

In the event that this application is made by individuals, or a partnership or at any time the obligations referenced by the application are guaranteed by individuals, the Applicant and any guarantors acknowledge and agree that any credit to be extended by the Seller to the Applicant will be business or trade debt, and any goods or services provided by the Seller to the Applicant on credit shall not be for personal, family or household use.

As a condition of the continued extension of credit by the Seller, the Applicant agrees at the Seller's request to provide to the Seller updated financial information, and if requested, to timely provide an annual financial statement to Seller. The Applicant further agrees to provide the Seller with an updated credit application on request as a condition for the continued extension of credit. The Applicant agrees that the continued solvency of the Applicant is a precondition to any extension of credit made by the Seller to the Applicant. On request, the Applicant agrees to provide to the Seller a statement representing that the Applicant is and remains solvent.

No terms or conditions of any purchase orders, agreements, or any other documents, which are different to the terms hereof, shall become part of any sales or credit agreement unless specifically approved by the Seller in writing. No credits will be issued without the Seller's prior written approval, and all returns may be subject to a restocking charge. In the event that, from time to time, the Seller may owe credits, refunds, reserves or other monies to the Applicant, such indebtedness shall be deemed to be created from this agreement, and the Seller shall have the right of recoupment of such credits or refunds within its sole discretion.

In the event that the Applicant(s) is/are individual(s) or is a partnership, the signing of the agreement shall constitute authorization under the Fair Credit Reporting Act for the Seller to utilize consumer credit reporting agencies to provide reports on said individual(s) or partners in order to permit the Seller to appropriately evaluate the extension of any business credit to the Applicant. Additionally, should any individual(s) guarantee the debt of the Applicant, said individual(s) shall be provided with a copy of this application, and upon the signing of said guarantee, shall consent to the Seller's use of consumer credit reports to assist in evaluating the credit of the guarantors for the extension of business credit to the Applicant.

The laws of the county and state in which the branch office of the Seller providing the goods or services is located shall apply and take precedence over other state/local laws. Venue shall be in the same. Applicant hereby waives its right to a jury trial.

BANK AUTHORIZATION

It is becoming more difficult to obtain information today unless we have an original signature to send to the bank authorizing release of information. Therefore, it would be appreciated if, in addition to completing the application, you would please sign this form.

Name of Bank: _____ N/A _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Account Number: _____ N/A _____

Gentlemen:

For the purpose of establishing an account with Marek Family of Companies, Inc., we hereby authorize Marek Family of Companies, Inc. to make such checks and investigations of trade references, banks of deposit, and other information as necessary.

Should it be necessary the undersigned consents to Marek Family of Companies, Inc. obtaining a consumer credit report for the purpose of evaluating credit worthiness in connection with application for business credit.

It is understood that such information is for the sole purpose as stated above and will be held in strictest confidence.

Notice: *The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, religion, color, national origin, sex, marital status, age (provided applicant has the capacity to enter into a binding contract); because all or part of the applicant's income from any public assistance programs; or because applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, Sixth Pennsylvania Ave, NW, Washington, DC 20580.*

Date: _____, 20____

Company Name _____ N/A _____

Signature _____

Title _____

Social Security Number _____



JOB INFORMATION SUMMARY

COMPANY NAME Horizon Montessori Public Schools

STREET ADDRESS 2402 E. Business 83 Weslaco, Texas 78596

BILLING ADDRESS 2402 E. Business 83 Weslaco, Texas 78596

PHONE # (956) 969-3092 FAX # (956) 969-8614

AP CONTACT PERSON Jihad Colyer PHONE # (956) 969-3092

AP CONTACT EMAIL jcolyer@horizonmontessori.net

HOW WOULD YOU LIKE TO RECEIVE YOUR INVOICES? Mail and Email

DO YOU REQUIRE JOB OR PO NUMBERS ON YOUR INVOICE? Yes

WOULD YOU PREFER ONE INVOICE PER WEEK, OR A SEPARATE INVOICE PER JOB SITE?
Per week

JOB NAME Horizon Montessori Public Schools

JOB ADDRESS 2319 N. Grand Blvd. Pearland, Texas 77581

JOB NUMBER _____

NAME OF GENERAL CONTRACTOR _____

IS THE CUSTOMER PROVIDING A BOND ON THIS JOB? n/a

BOND COMPANY & BOND NUMBER n/a

ADDRESS n/a

PLEASE FAX OR EMAIL TO:
MEMCO
ATTN: MOLLY ATLAS
FAX: (713) 683-8997
MOLLYATLAS@MAREKBROS.COM

PLEASE FILL OUT AN INFORMATION SUMMARY FOR EACH JOB
*** ANY TIME TURNED IN LATE WILL BE PROCESSED ON THE FOLLOWING WEEK'S INVOICE***