



PRESTIGE LABOR SOLUTIONS, LLC
INDEPENDENT CONTRACTOR
GUIDELINES, PROCEDURES & AGREEMENT



Dear Valued Contractor,

Welcome to the **Prestige Labor Solutions** team. We are pleased to start working with you.

Prestige Labor Solutions is committed to delivering superior quality and unparalleled customer service in all aspects of our business. Your contribution plays a vital role in supporting the continued success and growth of our company, and we greatly appreciate your involvement.

This Agreement outlines important information regarding our company's policies and practices. We kindly ask that you review it carefully. Should you have any questions or require further clarification, please do not hesitate to contact us at **karen@prestigelaborsolutions.com** or **hannah@prestigelaborsolutions.com**, or reach us by phone at **(954) 228-0737** or **(954) 228-4540**.

Once again, welcome aboard. We look forward to a successful and productive collaboration.

Sincerely,

The PLS Team



This Contractor Agreement (herein referred to as the “Agreement”) between Prestige Labor Solutions, LLC, (herein referred to as “PLS”), a Florida corporation, and the Independent Freelancing Contractor (herein referred to as “Contractor”) are entered into as of the signing of this document.

1. THE #1 RULE!

SUMMARY: Please refrain from bypassing PLS to seek direct employment or engagements with our clients.

- 1.1. The Contractor shall not communicate with Clients regarding the scheduling of work.
- 1.2. Jobs or work scheduling of any kind should only take place between the Contractor and PLS, no contact information will be given to clients.
- 1.3. The Contractor shall indicate they are representing PLS, unless told otherwise, while performing work and duties on the job site
- 1.4. The Contractor shall, under no circumstances, hand out business cards or other company related items to Clients before, during or after a job.
- 1.5. The Contractor shall inform PLS of any inquiries, from the Client, regarding any service, equipment or labor requests.
- 1.6. Failure to conform with the above stated protocols may result in being BLACKLISTED from PLS, its partners and subsidiaries and placed on the “DO NOT CALL LIST”.

2. INDEPENDENT CONTRACTOR (W-9/1099)

SUMMARY: You’re a W-9 contractor with PLS NOT an employee so you need to make sure you're sending over all proper paperwork in a timely manner to get booked and paid.

- 2.1. The Contractor acknowledges and agrees:
 - 2.1.1. That the Contractor is an independent Contractor and not an agent or employee of PLS.
 - 2.1.2. The Contractor is engaged in the independent (W-9) business and occupation of unloading, installing, servicing, disassembling and loading of AV equipment.
 - 2.1.3. That the Contractor has discretion to determine the methods and techniques that will best accomplish the services to be provided under this Agreement, unless directed otherwise by a PLS manager or Lead. Such methods and techniques will be in accordance with reputable business practices and that the Contractor has the requisite expertise, ability, and skill to render the service required by this Agreement.
 - 2.1.4. The contractor further agrees to supply all tools, equipment, and materials required to perform these services unless otherwise noted and necessary.
 - 2.1.5. Neither party will be liable to the other party for any special, indirect, incidental,



consequential, exemplary or punitive damages arising under or in connection with a breach or alleged breach of this Agreement.

- 2.1.6. The only contract, with regard to the job/gig, is with PLS, as stated in the terms and conditions set forth herein.
- 2.1.7. PLS reserves the right to withhold payment from the Contractor if work is not performed to industry standards, negligence or until submission improper documentation or failure to submit required documentation is submitted
- 2.1.8. It is the responsibility of the Contractor to submit all documentation and requirements. At no point will PLS be held accountable for these action items.
- 2.1.9. The Contractor shall promptly make available, to PLS, information with effects of this contract and which becomes available to PLS subsequent to execution of this contract.

3. CONTRACTOR SERVICES

SUMMARY: ARRIVE ON TIME, it's an easy job, if you cannot arrive on time with proper tools, dress/behave appropriately or show that you have integrity in your work, you will not be with PLS long.

- 3.1. The Contractor agrees to provide the following services under this Agreement:
 - 3.1.1. Please arrive at least 15 minutes before your scheduled call time to ensure a smooth check-in and setup. Kindly note that this early arrival is unpaid and intended for preparation only.
 - 3.1.2. Dress appropriately for the call (e.g., all-black attire)
 - 3.1.3. Brings Appropriate tools for Position
 - 3.1.4. Do NOT be on your phone during event
 - 3.1.4.1. Use of cellphones while on show site is prohibited. If you are at an event and need to take or make a call, please wait until your next break, lunch, or inform your PLS On-Site/Lead.
 - 3.1.5. Do NOT engage with client unless prompted by them or PLS
 - 3.1.6. If you look high or smell like drugs you will be removed from the show

4. INTERNAL COMMUNICATION

SUMMARY: Check your phone, COMMUNICATE; Failure to respond to shift reminders, call time changes or any other notifications, from PLS in a timely manner, MAY result in removal from call.

- 4.1. PRESTIGE LABOR SOLUTIONS uses the Intranet, text, phone and email to facilitate communication and share access to documents. All contractors are responsible for



checking communications on a frequent and regular basis before, during and after an assignment. Employees and/or Contractors should consult PRESTIGE LABOR SOLUTIONS with any questions or concerns on information being disseminated.

5. **WORK SCHEDULES/RATE TERMS**

SUMMARY: PLS usually works off on the standard 5 hour Mini and 10 hour Full Day, unless stated otherwise, these Rate Terms are assumed to be in effect. See below for specifics.

- 5.1. Work Schedules and rate types are subject to change at any time at PLS's discretion, however there are industry standards that we recognize and apply to most clients and jobs. Minimums, OT, DT, and Turnaround can vary from Client to Client's needs. Schedules and Rate Types:
 - 5.1.1. **Hourly:** 5-hour minimum, billed in 1/2 hour increments; OT after 10 hours in a day; DT after 14 hours in a day.
 - 5.1.2. **Day Rate:** A 5-hour minimum must extend past 6 hours to qualify as a full 10-hour day; OT after 10 hours; DT after 14 hours.
 - 5.1.3. All high End Positions are either a 5, 8 or 10 hour minimum, regardless of Hourly or Day Rate billing.
 - 5.1.4. **Meal Penalty:** After 6 hours without a break, the contractor will be paid OT until he/she is released for break; Contractor must notify the office 30 minutes before penalty is incurred.
 - 5.1.5. **Short Turn Around:** 8 hours are required between days on the same show; Contractor must notify the office 30 minutes before penalty is incurred.
 - 5.1.6. **OT, DT, Meal Penalty, and Turn around** are all paid out on an hourly (or half hourly) basis, PLS DOES NOT PAY OT, DT, MEAL PENALTY, AND TURN AROUND IN DAY RATES (5 HR OR 10 HR INCREMENTS).

Standardized Payment Terms (Applicable Nationwide):

Contractor acknowledges that PLS provides services across various U.S. states and maintains a consistent payment structure that is not governed by state-specific employee labor laws, including but not limited to California's daily overtime requirements. As an independent contractor — not an employee — the Contractor agrees to follow the compensation structure outlined above, or as otherwise confirmed in writing by PLS.

Any claims for alternative pay structures, such as daily overtime after 8 hours based on local state laws, are not applicable unless expressly approved in writing by PLS prior to the start of the assignment. By accepting work with PLS, the Contractor agrees to these standard terms and conditions regardless of the state where work is performed.



6. HAZARDOUS WORKSITE & MATERIALS

SUMMARY: If there is knowledge or suspicion that you're working with hazardous materials or the job site is unsafe, it is your responsibility to notify PLS ASAP

- 6.1. If hazardous substances of a type of which an employer is required by laws to notify its employees are being used on the site by the Contractor, or anyone directly or indirectly employed by them, the Contractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other Contractors, and other employers on the site.
- 6.2. In the event the Contractor encounters on-site materials reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Contractor in writing. The work in the affected area shall resume in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the Contractor and Contractor, or in accordance with the final determination by the architect on which arbitration has not been demanded, or by arbitration as provided in this agreement. The Contractor shall not be required pursuant to Articles to perform without consent any work relating to asbestos or PCB.
- 6.3. If the Contractor deems, in his best judgment, the site to be unsafe and is in fear for the safety of the technicians on site, the Contractor has the right to evacuate the site until the site is deemed safe. Upon evacuation, the Contractor shall notify PLS of the situation.

7. SCOPE OF WORK

SUMMARY: The contractor will provide all necessary labor and materials, with costs for rentals, services, and special tools only billable if pre-approved.

- 7.1. The contractor shall perform and provide labor and materials needed to carry out the position's duties which shall include all labor, materials, equipment, services, and other items required to complete the scope of work.
- 7.2. The contractor will not purchase materials that cannot be returned by PLS to its origin or supplier.
- 7.3. The Contractor will not bill PLS's Client for any equipment rented or service performed unless informed otherwise.
- 7.4. Contractor will not be liable for return or restocking charges incurred by the Contractor



for material not used on a specific project unless it is made known to the Contractor before work begins, and is stated on the Contractor's purchase order from the Contractor.

- 7.5. Any special tool needed to perform the scope of work and purchase during the duration of the project or service is the responsibility of the Contractor and cannot be invoiced to PLS unless pre-approved.

8. CONFLICTS

SUMMARY: The contractor shall avoid conflicts of interest and indemnify PLS and its affiliates against claims, damages, or losses arising from the contractor's work, to the extent caused by its negligence.

- 8.1. Contractor agrees not to engage in any activity that conflicts with PLS's business interests or interferes with the independent exercise of the Contractor's judgment in the best interests of PLS.
- 8.2. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless PLS, its contractors, consultants, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Contractor's work under this contract. This includes, but is not limited to, claims for bodily injury, sickness, disease, or death, as well as injury to or destruction of tangible property (other than the work itself), including loss of use thereof. This obligation to indemnify applies only to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is also caused in part by a party indemnified hereunder.

9. CHANGES IN POLICY

SUMMARY: PLS reserves the right to modify or cancel policies at any time, with changes taking effect as determined, and all prior policies becoming void.

- 9.1. Change at PRESTIGE LABOR SOLUTIONS is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies and/or procedures at any time with or without prior notice. Changes will be effective on the dates determined by PRESTIGE LABOR SOLUTIONS and after those dates, all superseded policies will be null and void.
- 9.2. No individual has the authority to alter the foregoing. Any employee and/or Contractor who is unclear on any policy or procedure should consult PRESTIGE LABOR SOLUTIONS



at operations@prestigelaborsolutions.com.

10. PUNCTUALITY, TARDINESS & NO CALL, NO SHOW(S)

SUMMARY: Being late is highly discouraged; notify your on-site lead at least an hour before your call time or risk dismissal and potential removal from future job opportunities.

- 10.1. Being late for a call time is highly discouraged at PRESTIGE LABOR SOLUTIONS. If you find yourself in this unavoidable situation then you must contact your on-site lead / labor coordinator / or show handler at least One – Hour (1) BEFORE your call time to inform them. They will, in return, call and inform the client
- 10.2. If you are thirty (30) minutes late or more to your scheduled work time, you will only be paid for the actual number of hours worked. If there is a replacement on standby, that individual may be summoned to replace you. This may lead you to be dismissed for the contracted day(s) of the show.
- 10.3. The surest way to get on the PRESTIGE LABOR SOLUTIONS “Do Not Call List” is to not show up for a call and not call to inform us of your absence. Once on this list, you may not be reconsidered, for any reason, for future jobs with PLS or its partners.

11. MEALS & BREAKS

SUMMARY: Contractors are entitled to scheduled breaks and meal periods, with penalties for unauthorized breaks or failure to follow guidelines.

- 11.1. In accordance with PRESTIGE LABOR SOLUTIONS rules and guidelines all contractors will be provided with meal and break periods as follows:
 - 11.1.1. One (1) fifteen (15) minute break sometime after working 2 hours but before reaching 3 hours.
 - 11.1.2. 1-hour meal break sometime between the end of your 4th hour and before starting your 5th hour of work.
 - 11.1.3. One half hour (1/2) meal break permitted. It is considered a work – thru with client provided meal
 - 11.1.4. Meal penalty charged at 1.5x prevailing rate
- 11.2. Disappearing or taking unauthorized breaks is strictly prohibited. Breaks should only be taken with your lead’s knowledge and authorization. Not having prior authorization can lead to dismissal.



12. PERSONAL APPEARANCE & CONDUCT STANDARDS

SUMMARY: Contractors must adhere to dress code guidelines, maintaining professionalism and cleanliness, with specific attire for show days, load-ins/outs, and work conditions, and are responsible for keeping their work areas clean.

- 12.1. Contractors should wear appropriate clothing, observe high standards of personal hygiene, and dress and groom themselves according to the requirements of their positions. While not intended to be an all-inclusive list, the attire listed below is considered our industry standard appropriate for the workplace:
- 12.2. **Acceptable** Show Day Dress Attire (Dress Blacks):
 - 12.2.1. Black dress pants (Non-Cargo / Non-Jean)
 - 12.2.2. Black long sleeve button down dress shirts
 - 12.2.3. Black polos
 - 12.2.4. Suit jacket & Tie
 - 12.2.5. Black Dress Shoes
 - 12.2.6. No Hats
 - 12.2.7. Black Shoes
- 12.3. **Acceptable** Load/In & Load/Out Dress Attire (Show/Work Blacks):
 - 12.3.1. Black pants / Cargo pants
 - 12.3.2. Black polo shirts with no labels
 - 12.3.3. Black shoes or sneakers
- 12.4. **Unacceptable** Dress Attire (“Do Not Call List” Attire):
 - 12.4.1. Blue Jeans
 - 12.4.2. Fade or ripped clothing
 - 12.4.3. Bright color clothing
- 12.5. All clothes should be clean, unwrinkled, and in good repair. Wearing flip-flops or stained, wrinkled, frayed, offensive, inappropriate, T-shirts, graphic/words, gym, colored, beachwear or revealing clothing to the show site is unacceptable. Contractors are urged to use their discretion when determining what is appropriate to wear to work. Contractors who wear inappropriate attire to work may be sent home and not paid for the day.
- 12.6. Employees and Contractors are expected to dress appropriately using the following guidelines. ShowBlacks attire is for show runs and other formal occasions such as breakouts. Show/Work Blacks attire is for load in/outs and site visits when performing work.
- 12.7. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this agreement. The Contractor shall not be held responsible for unclean conditions caused by other contractors. The Contractor shall notify PLS in the event that any other Contractors, who



have been on site, leave debris or trash.

13. DRUG & ALCOHOL USE

SUMMARY: Don't use drugs or Alcohol while working and onsite. We will Blacklist you.

- 13.1. PRESTIGE LABOR SOLUTIONS is committed to maintaining a workplace free of substance abuse. No contractor is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs, as defined by federal law, on any contracted work, jobsite or on vehicles owned or leased on behalf of PRESTIGE LABOR SOLUTIONS.
- 13.2. The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's/contractor's ability to safely perform his or her job. Contractors should inform PRESTIGE LABOR SOLUTIONS if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

14. POST INCIDENT DRUG SCREENING

SUMMARY: You agree to be subject to drug screening, if necessary, should any injury or damage related incidence occur onsite.

- 14.1. If an incident results in an injury – assuming the circumstances suggest that being under the influence could have contributed to the incident/injury, the employee(s) or Independent Contractor(s) involved must submit to drug testing immediately, arranged by a by a PRESTIGE LABOR SOLUTIONS management team member. The decision whether or not to test the employee(s) or Independent Contractor(s) should be explained in detail to the PRESTIGE LABOR SOLUTIONS at operations@prestigelaborsolutions.com.
- 14.2. If an incident does not result in an injury but does result in damage to property that is above what is usual and customary for the show site – the employee(s) or Independent Contractor(s) involved must submit to drug testing immediately, arranged by a PRESTIGE LABOR SOLUTIONS management team member. The On-Site PRESTIGE LABOR SOLUTIONS Management member will be responsible for collection of the oral fluid drug screen. Damage is defined as anything that costs PRESTIGE LABOR SOLUTIONS or the customer money to replace and/or repair. Exception – in Mississippi, incidents that do not result in an injury will not be subject to post incident testing. Additionally, in Iowa, post-incident testing may only be performed if the damage is over \$1,000.
- 14.3. If an incident does not result in an injury, and does not result in damage to property that is above what is usual and customary for the show site – then the incident must be



reviewed by the most senior member of management on site to determine the necessity of a drug screen. The Site Administrator will be responsible for collection of the oral fluid drug screen. A decision not to test should be informed to the PRESTIGE LABOR SOLUTIONS Human Resources Department.

- 14.4. An employee may not be placed back into a safety-sensitive position, pending drug screening results. For example, a forklift operator cannot be placed back on his/her forklift until the results are reported as negative. If there are no non-safety-sensitive positions into which the employee(s) or Independent Contractor(s) can be moved, then they shall be placed on suspension pending the results of the screen. If the result is negative, then the employee(s) or Independent Contractor(s) will be compensated for wages lost during the suspension. The results of the post-incident drug and/or alcohol screen will be reported to PRESTIGE LABOR SOLUTIONS Management Services – Employee Relations and in turn communicated to the Site Management Team Member. If the result is negative, then the employee can return to his/her regular position immediately. If the result is negative but diluted, then the employee must be re-tested. If the result of the re-test is negative but dilute, the result will be considered a positive test.

15. **PHONE USAGE**

SUMMARY: Cellphone use is prohibited on show sites. Contractors must wait until breaks or inform the PLS On-Site/Lead if a call is necessary.

- 15.1. PRESTIGE LABOR SOLUTIONS understands the importance of communication with its freelancers. However, the use of cellphones while on show sites is prohibited. If you are working an event with PRESTIGE LABOR SOLUTIONS and need to make or take a call, please wait until your next break or lunch hour, or inform your PLS On-Site/Lead.

16. **TOOLS**

SUMMARY: As an independent contractor, you are responsible for bringing all necessary tools.

- 16.1. As an independent contractor, it is your responsibility to bring the appropriate tools required to fulfill the duties of the position you have been scheduled for. Arriving unprepared and without the necessary tools may result in being sent home without pay. We highly encourage all of our techs to carry an all-purpose multi-tool (e.g., Leatherman or Gerber) for any and all positions. A mini flashlight is also useful for many roles. Please ensure you bring the essential items listed below to each show.

16.1.1. Flashlight

16.1.2. Multi-Tool



- 16.1.3. Knife
- 16.1.4. Gloves
- 16.1.5. Crescent Wrench
- 16.1.6. Sharpie

17. CLIENT FOOD, BEVERAGE & SHOW SWAG

SUMMARY: Food, Beverages and Swag are for attendees ONLY unless told otherwise.

- 17.1. At no time, is it permissible to eat or drink, food and beverages that are meant for show attendees, this includes Show Swag as well. Swag taken without any permission from the client is considered theft. If the client offers you any food/beverage/swag, you may indulge as long as your work duties are not affected.

18. PARKING

SUMMARY: Parking is assumed to be the responsibility of the Contractor unless told otherwise.

- 18.1. All parking expenses are the responsibility of the Independent Contractor. Feel free to inquire about parking reimbursements.

19. INVOICING & BILLING

SUMMARY: PLS has to bill out our own clients immediately after the show so your invoice(s) need to be sent to “[invoice@prestigelaborsolutions](mailto:invoice@prestigelaborsolutions.com)” within 48 hours after the last day of the show to guarantee correct and timely payment. It’s your responsibility to take pictures of timesheets to document your hours and all required invoice information.

- 19.1. Payment terms and conditions will be presented, and if accepted, the Contractor shall not discuss payment terms with external parties outside this agreement.
- 19.2. In order to pay you for any work that you have done as an Independent Contractor for, it is necessary for you to submit all invoices to PLS. All contractors have up to 48 hours (2 days) after each event to submit invoices. You are required to submit your invoices to invoice@prestigelaborsolutions.com
- 19.3. Tardy submission of invoices that detail overtime hours or expenses could be in jeopardy of payment / reimbursement if not submitted on time. Invoices are to be turned in 48 hours (2 days) after the completion of the event.
- 19.4. It is our policy to pay independent contractors upon completion of services rendered, with a maximum payment term of net thirty (30) days from the last day of the show.



PRESTIGE LABOR SOLUTIONS is committed to doing its best to pay independent contractors in a timely manner.

- 19.5. Contractor agrees to submit invoices for completed jobs to PLS within 48 Hours (2 days) of completion via email to invoice@prestigelaborsolutions.com. Invoices submitted to PLS from Contractor must include:
 - 19.5.1. Date(s) worked
 - 19.5.2. Number of hours worked
 - 19.5.3. Times worked
 - 19.5.4. Position
 - 19.5.5. Client or project name
 - 19.5.6. Location of service.
 - 19.5.7. Job Number
- 19.6. If the job exceeds 1 day, all applicable work dates need to be broken down by date. Description of work must clearly define and number the hours worked per date on the invoice. In the event PLS requests an invoice by email from Contractor, Contractor agrees to provide said invoice via email within 48 Hours (2 days).
- 19.7. Invoice requests are a courtesy, and PLS is not required to provide the Contractor with reminders. If the Contractor has not submitted Invoices for services completed after 36 hours, then PLS will close the ticket as five hours of labor regardless of actual time worked. Contractor must still provide an invoice for services, but PLS will only pay Contractor for five hours of labor.
- 19.8. Any extenuating circumstances preventing the Contractor from providing PLS an invoice within 36 hours must be communicated by email to invoice@prestigelaborsolutions.com or text to (954) 228-4540 / (954) 228-0737 within those 36 hours for PLS to approve.
- 19.9. The Contractor agrees to be solely liable for all business expenses associated with the services performed under this Agreement. Any materials or equipment needed for the job should be approved by PLS or a project manager and will be reimbursed by PLS by adding the line item to your expense report.

20. RECEIPTS, REIMBURSEMENTS & EXPENSE REPORTS

SUMMARY: Please provide who approved it, what it is, the date, job number, your full name, and contact number.

20.1. Receipts

- 20.1.1. Receipts are required and must have the following:
 - 20.1.1.1. 100% of the receipt must be visible.
 - 20.1.1.2. A description of what was purchased.
 - 20.1.1.3. The Job Number and Date.



20.2. Reimbursements

20.2.1. Who approved Reimbursement.

20.2.2. A description of what is being reimbursed.

20.2.3. The Job Number and Date

20.3. Expense Reports

20.3.1. Charging expenses for another Contractor are prohibited unless prior written authorization is obtained. Accurate expense reports with receipts must be submitted within 3 days of project completion.

21. WORK RELATED INJURIES

SUMMARY: In the event of an injury, contractors must stop work immediately, call EMS if needed, and notify the on-site lead and PLS office for further action.

21.1. In the event that one of our Independent Contractors gets injured on the show/site, it is mandatory that you/they stop working immediately, call Emergency Medical Services, (EMS) first if necessary, and then notify the on-site contact (your lead) and the PRESTIGE LABOR SOLUTIONS office immediately. Once we are notified, we will then determine the best course of action to take based on the circumstances involved.

22. TIMESHEET

SUMMARY: Contractors must sign in daily with the crew lead to ensure payment; if no sign-in sheet is available, they are responsible for submitting their hours to PLS.

22.1. There will be a daily sign in sheet for every date that you work. Sign-in sheets may be in digital form such as online, via text, through an app or printed. Please sign in with your appointed crew lead in order to get paid. If you don't sign in you may not be paid for said dates of work. If there is no sign-in sheet on site, it is the responsibility of the contractor to email or text their hours to PLS after the job.

23. ASSISTANTS

SUMMARY: No Unauthorized Assistants

23.1. The Contractor is not allowed assistants on site unless written pre-approval is given by PLS.



24. COMPENSATION

SUMMARY: Official Payment terms are 30 days after the last day of the show (Net30). Payment can be issued as early as two weeks for an expedited payment request, subject to a fee. Submission of Crew Timesheet and Contractor Invoice, determine how quickly payment goes out.

- 24.1. PLS Payouts for Contractors range from 2 weeks for an expedited payment request, subject to a fee and standard of 30 days depending on client and event terms. The contractor shall not demand payment until 30 days after the last day of the event run.
- 24.2. PLS agrees to pay the Contractor the agreed-upon rate, as assigned by PLS.
- 24.3. PLS agrees to pay the Contractor the agreed reimbursements, if any, with written confirmation from PLS.
- 24.4. When applied; Travel time is not paid unless pre approved.
- 24.5. If applicable, after hour rates will be paid at 1.5x the hourly rate. After-Hour rates are defined as between 1:00am and 6:00am local time.
- 24.6. Both Contractor and PLS reserve the right to renegotiate the Standard Hourly Rate. Changes to the Standard Hourly Rate require written approval from PLS.
- 24.7. The contractor will be paid by PLS for services rendered at Net 30 days.
- 24.8. The contractor must also submit a completed W-9 form to PLS prior to submitting an initial invoice.
- 24.9. Contractor cannot change rate agreements once they have been accepted (i.e., if the contractor accepted a job on July 4th, and did not request holiday pay, the contractor cannot retroactively bill for it, as PLS might not be billing the client for Holiday pay).

25. TRAVEL POLICY

SUMMARY: Contractors on travel show runs must submit itemized receipts for meal expenses, with detailed reporting and proper authorization for any exceptions, and reports must be submitted within 5 days.

- 25.1. In the event that a contractor is scheduled for a travel show run, the contractor must submit business-related expenses for reimbursement and approval. All expenses must be pre-approved by PLS or align with an amount previously agreed upon. Specific requirements and restrictions for expense reporting will be included in the job details provided at the time of scheduling.
- 25.2. **Meals:** Food may be purchased when a contractor travels outside their local area for business purposes. Meals are reimbursable as long as the cost is reasonable and has been pre-approved or agreed upon with PLS. Meals include breakfast, lunch, and dinner — snacks, alcoholic beverages, over-the-counter medications, and similar items are not reimbursable. Tips must not exceed 20%. The subcontractor will be liable for any excess



tip or unauthorized charges.

Both an itemized receipt and a secondary copy showing the tip amount are required. If a detailed receipt is not provided, the expense will be considered invalid. Any discrepancy between the transaction date and posting date that results in an inaccurate total must be explained in the notes. Meal expenses within the local area without an overnight stay are not reimbursable unless prior written authorization is obtained and documented.

- 25.3. **Infractions:** Receipts are required and must have a description of what was purchased. Additionally, 100% of the receipt must be visible. The contractor must put a client name on the receipt and list in our company's expense report. Charging expenses for another Contractor are prohibited unless prior written authorization is obtained. Accurate expense reports with receipts must be submitted within 5 days of project completion, if possible.
- 25.4. **Updates to Terms of Use:** These terms may be modified at any time without invalidating this agreement. New terms will be made known to Contractors in writing; however, Contractors may not be required to sign a new agreement for new terms to be effective.
- 25.5. **Questions:** Please contact invoice@prestigelaborsolutions.com with any questions regarding completing expense reports.

26. SERVICE PORTAL / PHONE APP / TEXT & EMAIL

SUMMARY: Job Confirmation & Attendance Policy

- 26.1. PLS provides the option for contractors to receive jobs via our Phone app, text or email. The contractor will receive detailed information regarding job specifics once confirming they are taking the job.
- 26.2. Contractor will not be approved to work unless specifically stated "confirmed" by PLS's Phone app, text or email and Contractor has "confirmed" in reply.
- 26.3. We expect to have the Contractor arrive at the assigned date and time. If there is any inconvenience on arriving at the site, we urge you to contact PLS as soon as you perceive a delay in the arrival time. Failure to follow this policy is a major fault and might result in an automatic removal as a Contractor for PLS.

27. VERIFICATION

SUMMARY: Invoice vs. Logged Time

- 27.1. PLS uses Google sign-in sheets and printed timesheets to track work hours, including time in/out and walkaway periods. These records require the contractor's signature to



confirm agreement with the hours documented. Contractors' invoices must match the hours recorded on these official timesheets, as PLS will only process payment based on our verified records.

28. TAXES

SUMMARY: You are not a PLS employee and are therefore responsible for your own taxes

- 28.1. PLS will issue the Contractor an IRS Tax Form 1099 and W9. Contractor shall indemnify PLS and hold it harmless from any such taxes and from any payments, penalties, and other costs of any kind related to Contractor's failure to pay such taxes.
- 28.2. Neither federal, state, nor local payroll taxes of any kind, nor state disability, liability or workers comp insurance, will be paid or withheld on behalf of the Contractor (or its employees). The Contractor will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes.

29. BENEFITS

SUMMARY: No Eligibility for Employee Benefits or Workers' Compensation Coverage

- 29.1. Because the Contractor is engaged in its own independently established business, the Contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by PLS to its employees, including but not limited to sick pay, vacation pay, group medical and dental coverage, pension, and profit sharing.
- 29.2. No workers' compensation insurance will be provided by PLS for the Contractor or any of its employees.
- 29.3. The Contractor agrees to obtain workers' compensation insurance for all of its employees and to provide PLS with a certificate of workers' compensation insurance coverage, upon demand, as permitted by applicable law.

30. AGENCY

SUMMARY: No Authority to Bind or Represent PLS

- 30.1. The Contractor has no authority to bind PLS, to enter into any contracts or agreements on behalf of PLS, to alter the agreement between PLS and its Client in any manner, or to represent that it has the authority to do so.
- 30.2. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.



31. ADDENDUMS

SUMMARY: Contractor must sign required job-specific addendums; failure to comply may result in termination

31.1. Contractor Acknowledges that there exists a need, depending on the requirements of the client, to execute addendums to this agreement. Job specific necessary addendums will be indicated by a check mark next to the addendum type. Contractor shall execute the addendums and attach them hereto. Failure to do so shall result in the immediate material breach of this agreement, and allow PLS to terminate at its discretion.

31.1.1. License Addendum

31.1.2. Insurance Addendum

31.1.3. Hold Harmless Addendum

32. INDEMNIFICATIONS

SUMMARY: Contractor assumes full responsibility and agrees to indemnify PLS for any breaches, failures, or legal violations

32.1. PLS shall not be responsible for any action or failure to act by the Contractor. The Contractor agrees to indemnify and hold harmless PLS, and its officers, directors, employees, agents, assigns, and successors against any claims, demands, or liability related to or arising out of the Contractor's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and violations of any law.

33. CONFIDENTIALITY

SUMMARY: Contractor must protect PLS's confidential information and accurately represent their role; any breach results in permanent removal

33.1. The Contractor agrees not to use or disclose, directly or indirectly, for any reason or in any way, other than at the express direction of PLS, any confidential information or trade secrets of PLS, including but not limited to;

33.2. PLS's agreement with the Client;

33.3. Any pay rate information, for either between PLS and its Client, PLS's Client and the Contractor, The PLS Contractor and other PLS Contractors, or PLS and Contractor;

33.4. Any proprietary, management, training, techniques, methods, or manner in which PLS executes its creative services for its clients.

33.5. The contractor is representing himself, and the Work Order will detail the company he or



she is representing at the moment of service. Under no circumstance, PLS authorizes the Contractor to disclaim this business relationship with the client. This is considered a breach of contract and a permanent removal will be applied.

34. NON-DISCLOSURE

SUMMARY: Both parties must protect confidential information and the contractor must represent only PLS without disclosing their own identity

- 34.1. The contractor shall not disclose PLS's Client list, trade secrets, or other confidential material. The contractor agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage.
- 34.2. PLS shall not disclose Contractor Client list, trade secrets, or other confidential material. PLS agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage.
- 34.3. Contractor agrees not to disclose to any third party the nature of Contractors works for PLS without express written permission. Contractor agrees to represent itself as PLS and makes no mention of the Contractor's name while performing work on behalf of PLS. The contractor also agrees to provide PLS's direct phone number if a phone number is requested by the client.

35. WORK PRODUCT

SUMMARY: All work created by the contractor during services belongs exclusively to PLS as work made for hire

- 35.1. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Contractor during the course of performing services hereunder shall belong exclusively to PLS and shall, to the extent possible, be considered a work made for hire for PLS.

36. NON-COMPETE

SUMMARY: Contractor agrees not to solicit or take clients or their tenants for five years after termination, except for pre-existing relationships disclosed in writing.

- 36.1. Contractor agrees that in the event this Agreement terminates for any reason, for a Five-year period, Contractor or employees of Contractor will not call on, solicit, take away, or cause the loss of any client of PLS for whom Contractor performed work



hereunder during the term of this Agreement. This applies to tenants of any clients of PLS as well.

- 36.2. This provision shall exclude any client with whom the Contractor has a documented business relationship, prior to performance of services to the client for PLS. Contractor shall disclose to PLS in writing any such relationship with a client prior to executing services for the said client.

37. COMPANY PROPERTY

SUMMARY: Contractor must return all PLS materials and property immediately upon termination

- 37.1. Upon termination of the Contractor's relationship with PLS, the Contractor agrees to return all PLS records, files, passwords, equipment, and documents, and all copies of documents, to PLS.

38. NON-DISPARAGEMENT

SUMMARY: Contractor agrees not to make statements harmful to PLS's reputation or business

- 38.1. The Contractor agrees to refrain from making any public or private statement about PLS, or its officers or employees that would be injurious to PLS's business or reputation or that would, directly or indirectly, interfere with the activity of PLS.

39. TERMINATION

SUMMARY: PLS may terminate the agreement anytime with written notice; any modifications require PLS's written approval

- 39.1. This Agreement may be terminated at any time by PLS with written notice to the Contractor. PLS must approve in writing any modification to these termination guidelines.

40. SUCCESSORS

SUMMARY: This Agreement binds and benefits the parties and their successors.

- 40.1. This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.



41. APPLICABLE LAW

SUMMARY: Governing Law: Florida

41.1. This Agreement shall be governed by and interpreted under the Florida laws.

42. SEVERABILITY

SUMMARY: Invalid provisions do not affect the enforceability of the remaining Agreement

42.1. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

43. NON-WAIVER

SUMMARY: Failure to enforce a provision does not waive the right to enforce it later

43.1. The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce that provision subsequently.

44. SURVIVAL

SUMMARY: Survival of Provisions

44.1. The provisions of all paragraphs of this Agreement shall survive the termination of the business relationship between the parties.

45. INSURANCE & BONDS

SUMMARY: Contractor must maintain specified liability and workers' compensation insurance, name PLS as additional insured, provide certificates before work begins, and ensure continuous coverage with cancellation notice.

45.1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability: \$2,000,000 general liability; \$1,000,000 Workmen's Compensation
45.1.1. CONTRACTOR SHALL SECURE A CERTIFICATE OF INSURANCE (COI) BEFORE STARTING WORK ON ANY WORK SITE AND SHALL PROVIDE A COPY UPON DEMAND. PRESTIGE LABOR SOLUTIONS WILL BE NAMED AS AN ADDITIONAL



INSURED ON THE CONTRACTOR'S INSURANCE CERTIFICATE.

- 45.2. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Contractor's work until the date of final payment, and termination of any coverage required to be maintained after final payment.
- 45.3. Certificates of insurance acceptable to the Contractor shall be filed with PLS prior to the commencement of the Contractor's work. These certificates and the insurance policies required by this Article 30.1 shall contain a provision that coverage afforded under the policies will be canceled or allowed to expire until at least 30 days' prior written notice has been given to PLS.
- 45.4. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required.
- 45.5. If the insurer does not furnish any information concerning the reduction of coverage, the Contractor shall furnish it with reasonable promptness according to the Contractor's information and belief.

46. WAIVER OF JURY TRIAL: ARBITRATION

SUMMARY: All disputes will be resolved through arbitration in Florida under AAA rules, waiving the right to a jury trial

- 46.1. THE PARTIES HERE TO WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY AND STIPULATE THAT ANY, AND ALL DISPUTES BETWEEN THE PARTIES HERETO SHALL BE SUBMITTED TO ARBITRATION TO BE CONDUCTED IN THE STATE OF FLORIDA.
- 46.2. The Arbitration shall be conducted in accordance with the Rules of the American Arbitration Association as applied to the construction industry unless the parties mutually agree otherwise.
- 46.3. The parties stipulate and agree that no third parties shall be joined, by consolidation or joinder, or in any other manner, in any such arbitration unless it is shown at the time the demand of arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law; and (2) the presence of such person or entity is required for complete relief to be afforded in the arbitration.
- 46.4. The award entered by the arbitrator or arbitration panel shall be the final award as to any dispute between the parties. The parties stipulate and agree that any court in the State of Florida shall have jurisdiction over the parties with regard to entering a judgment on the arbitration award and the parties further stipulate that venue is proper in any state or superior court in the State of Florida.
- 46.5. The parties stipulate and agree that the laws of the State of Florida shall apply to any



disputes arising between the parties, both as to the interpretation and the enforcement of this agreement and the rights of the parties hereto.

47. ENTIRE AGREEMENT

SUMMARY: This Agreement supersedes all prior agreements and can only be amended in writing by PLS; it does not guarantee continued employment

47.1. This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. Any amendments to this Agreement shall only be effective if made in writing by PRESTIGE LABOR SOLUTIONS (PLS). This Agreement, along with any other policies or practices, does not create an implied or express promise of continued employment with PLS.



ACKNOWLEDGEMENT AND AGREEMENT ON TERMS AND CONDITIONS

IN WITNESS WHEREOF, the Contractor has executed and agreed to be bound by this guideline on the date written below. Any other document signed prior to this date will be null and void.

CONTRACTOR'S CONFIRMATION OF AGREEMENT:

Contractor's Full Name

Contractor's Incorporated Name (if Applicable)

Contractor's Title (if Applicable)

Contractor's Signature

Date Signed





Insert w9 here



**PRESTIGE LABOR SOLUTIONS
DIRECT DEPOSIT / ACH REQUEST FORM**

Contractor / Vendor Information:

Name : _____

Remittance Address : _____

Phone # : _____

E-mail : _____

Banking Information:

☐ Checking Account

☐ Savings Account

Bank Name : _____

ABA Routing # : _____

Account # : _____

☐ Personal Account

☐ Business Account

Authorization:

Please sign below to confirm that you are authorizing Prestige Labor Solutions, LLC to begin transferring payments for your Invoices to the account mentioned above.

Signature

Print Name

Phone Number

Date



*Please submit the completed form and a copy of a voided check or a letter from your bank providing confirmation of your account Information. You can email your voided check to our email: **invoice@prestigelaborsolutions.com***