**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

BETWEEN:

PERSONNEL PLUS, INC, referred to as “PERSONNEL PLUS,” with its corporate office located at 111 Filer Ave. Twin Falls, Idaho 83301, and offices located throughout Idaho at Nampa, Boise, Twin Falls, Burley, Pocatello, and Jerome

AND:

{

Client-company

}

**AGREEMENT:**

This Agreement is made in consideration of PERSONNEL PLUS supplying “payrolling” and “staffing services” to CLIENT-COMPANIES, and in consideration of both parties, CLIENT-COMPANIES and PERSONNEL PLUS, being notified of a pending investigation for potential violations of the US Fair Labor Standards Act, the US Wage and Hour Standards and other unknown violations of regulations pertaining to the operations and commerce of CLIENT-COMPANIES and its associated companies. It is understood that the associated payment of all wages paid and due has been and continues to be represented by CLIENT-COMPANIES to PERSONNEL PLUS as completely and totally exempt from the requirement of “overtime” payment due to an agricultural exemption status claimed by CLIENT-COMPANIES. As such, CLIENT-COMPANIES agrees to indemnify and hold harmless PERSONNEL PLUS, its officers, agents, and employees from any and all liability, claims, costs, suits, causes of client-companiess, fines, penalties, judgments or damages, including attorneys’ fees, arising out of current and/or future investigation(s) by the United States Department of Labor (USDOL), and/or by any other Federal or State agency investigation conducted as a result of this USDOL investigation and/or any other alleged violations of the Fair Labor Standards Act or other governing Federal Wage and Hour standards or regulations.

The undersigned (CLIENT-COMPANIES) hereby agrees to indemnify and hold harmless PERSONNEL PLUS, and understands and acknowledges that it is solely responsible for any payment(s), negotiated or otherwise, of any wages, fines or penalties arising from the investigation. This Hold Harmless and Indemnification Agreement requires that PERSONNEL PLUS, its officers, agents and employees be indemnified and held harmless for any and all past, current, or future liability, claims, costs, suits, causes of client-companies, fines, penalties, judgments or damages sustained by PERSONNEL PLUS or its employees, agents, or officers. This Hold Harmless and Indemnification Agreement shall also pertain to any such claims alleging negligence on the part of PERSONNEL PLUS.

The undersigned (CLIENT-COMPANIES) further agrees to indemnify and hold harmless PERSONNEL PLUS, and CLIENT-COMPANIES agrees to be solely responsible for any future violations, fines, penalties and unpaid wages resulting from any investigation conducted by the USDOL, or Federal or State Wage and Hour agency, arising out of the claimed “agricultural exemption” status by CLIENT-COMPANIES and its affiliated operations and companies.

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

This Agreement has been signed on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

Witness: Authorized Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“CLIENT-COMPANIES” and affiliated companies

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_