**ALL ABOUT DENTAL HYGIENE SERVICES LLC**

**SERVICE AGREEMENT**

This Contract (this "Agreement") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between All About Dental Hygiene Services LLC, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Client”). Hereinafter, both Company and Client are collectively referred to as the (“Parties”), and individually as a (“Party”).

**WHEREAS,** Company is in the business of providing Dental Personnel, for temporary and/or permanent placement, to dental practices (hereinafter referred to as “Placement Services”); and

**WHEREAS,** Client wishes to engage Company to find suitable service providers (hereinafter referred to as “Dental Personnel”); and

**NOW, THEREFORE,** the Parties agree as follows:

**DUTIES AND RESPONSIBILITIES OF THE COMPANY.** Company agrees to use its best efforts and good will to obtain qualified, licensed Dental Personnel. Company will be solely responsible for complying with all employer-related obligations applicable to Dental Personnel, including (without limitation) paying all salary, wages and/or other payments required by law or contract to be made to Dental Personnel. Company represents and warrants that it is knowledgeable about and operates its business in compliance with all applicable laws and regulations, and further represents and warrants that in its performance under this Agreement, it will remain in compliance with all state and federal laws governing employment and all other laws applicable to the services performed by Company under this Agreement.

**DUTIES AND RESPONSIBILITIES OF THE CLIENT.** The Client shall specify the rates and the work schedules for each Dental Personnel, as well as specific services to be provided by each Dental Personnel. Client agrees not to hire Dental Personnel without first notifying Company and paying Company any placement fees accordingly as outlined in this Agreement. Client acknowledges that providing Dental Personnel pursuant to this Agreement is sufficient consideration for Client’s promise to pay all noted placement fees should Client elect to employ Dental Personnel on a permanent basis. Client shall not authorize Dental Personnel to operate machinery or equipment without first obtaining written consent from Company. It is acknowledged, understood, and agreed that the insurance policy of Company does not cover physical loss or damage caused by the operation of Client’s equipment or vehicles.

**PAYMENTS.** Client agrees to pay Company the appropriate placement fees as outlined in this agreement. Company will invoice Client daily for all placement fees of hired Dental Personnel. Client agrees to pay a cancellation fee of up to 50% of the day rate per placement/ per day to Client if a request is cancelled after a Placement Service has been confirmed between Client and Dental Personnel. Client will be required to pay overtime rate if any Dental Personnel works and exceeds a minimum of thirty (30) minutes beyond the scheduled noted work hours, which will be billed at the designated hourly rate of said Dental Personnel. Client shall pay a placement fee of $1,000.00 per Dental Personnel to Company for appointment of any Dental Personnel transitioned from a temporary to permanent position with Client. If for any reason Client fails to notify Company and directly hires any of Company’s Dental Personnel without approval from Company, Client is subject to a breach of contract fee ranging from $5,000.00 to $10,000.00. Client agrees to pay all invoices within three (3) business days of receipt unless prior arrangements have been made with Company. All late payments will be subject to a $15.00 late fee charge per payment.

**NON- SOLICITATION.** Client agrees to refrain from directly or indirectly soliciting, recruiting, or attempting to solicit or recruit, any Dental Personnel of the Company so long as this Agreement remains in effect and for a period of one (1) year thereafter.

**TERM/TERMINATION.** This Agreement is effective as of the last day that either party signs the Agreement (“**Effective Date**”), and will terminate upon thirty (30) days written notice by either party to the other.

**RELATIONSHIP OF PARTIES.** Dental Personnel will remain service providers of Company (unless subsequently hired by Client as discussed in this Agreement). Therefore, Dental Personnel are excluded from participating in any fringe benefit plans or programs of the Client, including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers’ compensation coverage, and pension or 401(k) benefit(s). The Client shall have the right to offer employment to, and to hire, each Dental Personnel, although the Client is in no way obligated to offer employment to or hire any of the Dental Personnel. Any interest or desire that Client has in hiring the Dental Personnel as a direct employee of Client shall be communicated directly to Client and not to Dental Personnel. While Company will procure Dental Personnel, Company cannot guarantee the success of any assignment. Client agrees to hold harmless Company for any failure of any Dental Personnel hired regardless of the reason(s) for failure. Company is not liable for a Dental Personnel remaining with Client’s staff for any length of time. Client has the right to discontinue the use of any Dental Personnel at any time upon notice to Company.

**CONFIDENTIALITY.** Parties will not at any time or in any manner, either directly or indirectly, disclose, or communicate in any manner any information that is proprietary to either Party. Parties will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**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 provision of this Contract is 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.

**APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Maryland.

**CLIENT:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_