



16654 Soledad Canyon Rd. Suite 419 Canyon Country, CA 91387  
Phone: (888) 640-7111 Fax: (661) 309-9073

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into by and between Mayday Staffing Solutions dba Mayday Staffing Solutions (“MSS”) and the undersigned (“Employee”). MSS and Employee agree that Employee is employed by MSS, subject to the terms and conditions as set forth below and in **Schedule 1** attached hereto and incorporated herein.

1. **Term:** Employee is employed for the term set forth in **Schedule 1**, which employment term shall end on the earlier of the following dates: (a) on the Completion Date set forth in **Schedule 1** or (b) prior to the Completion Date in the event of termination of the assignment by the Facility designated in **Schedule 1**.
2. **At Will Employment:** Employee agrees that, notwithstanding the foregoing provisions of Paragraph 1 of this Agreement, he or she is an “at will” employee and that MSS therefore retains the right to terminate Employee at any time with or without cause upon giving written notice to Employee at the address set forth below, which termination shall be deemed effective on the date set forth in the notice of termination, in which event Employee shall not be entitled to any further payments or housing or travel allowances. Any renewal, continuance, extension, or modification of the term of employment set forth in **Schedule 1** must be set forth in writing and signed by both parties.
3. **Qualification, Credential & Blood Testing:** Employee confirms that the information provided by Employee to MSS in Employee’s Employment Application was truthful, complete and accurate at the time given, that there have been no material changes to the information provided in the Employment Application as of the date of this Agreement and that Employee has disclosed all relevant information requested in the Employment Application.
4. **Effective Date of Employment:** The effective beginning date of employment is the Start Date set forth in **Schedule 1**; however this Agreement is effective and binding on the parties as of the date set forth by Employee’s signature below.
5. **Work Assignment:** Employee accepts and agrees to the assignment set forth in **Schedule 1**.



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6. **Rate of Pay and Payment Period:** Employee accepts and agrees to the rate of pay as set forth in **Schedule 1**, which shall be paid on a weekly basis, and shall be subject to all applicable payroll and tax withholdings and any payroll deductions otherwise authorized by Employee. In the event that Employee works on a holiday as designated by the Facility, Employee shall be entitled to a pay rate equal to one and one-half times the rate of pay otherwise designated in **Schedule 1**. Holiday pay is paid on the day and pm shifts [scheduled 8 or 12hr shifts] of the holiday. The night shift before the holiday is the paid holiday shift. We do not split shifts.

7. **Housing and Travel Allowances:** Employee agrees and accepts the housing and travel allowances in **Schedule 1**. MSS' obligation to pay the housing and travel allowances is subject to Employee's compliance with this Agreement and shall be applicable only for the term of employment fulfilled by Employee.

8. **Pay Offsets:** In the event that Employee fails to complete the assignment designated in this Agreement as a result of either the termination by MSS prior to the Completion Date, or the refusal or failure of Employee to complete the assignment, MSS shall be entitled to reimbursement of the applicable prorated portion of the Housing and Travel Allowances and any and all other direct losses and/or damages suffered by MSS due to Employee's failure to complete the assignment, all to be deducted from any sums then owed to Employee. Employee also agrees that any/all costs for damages to the housing unit[s] provided other than that expected through normal use, and as documented by the housing management, will be deducted from employee. By signing below, Employee expressly authorizes MSS to deduct the amounts as set forth in the Paragraph 8 from any and all paychecks due to Employee. If the pay offsets described in this Paragraph 8 exceed the sums than owed to MSS by Employee, Employee acknowledges and agrees that MSS shall retain the right to pursue all legal remedies available to it to recover all remaining amounts owing to MSS under this Paragraph 8.

9. **Force Majeure:** If MSS is prevented from performing its obligations under this Agreement by an act of God or by any other occurrence that is beyond the control of the parties to this Agreement, including, but not limited to, changes in the laws governing this Agreement, then MSS shall be excused from any further performance of any obligations under this Agreement that such act of God or other occurrence shall have rendered impossible to perform.



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10. **Non-Solicitation:** Employee acknowledges that MSS has made a substantial financial investment in obtaining hospitals and agencies as clients, as well as a significant amount of staff time and resources. Therefore, Employee hereby agrees not to seek, or accept, any position comparable to the assignment set forth in the Agreement with the Facility designated in this Agreement, for a period of ninety (90) days from the last day of employment under this Agreement.

11. **Hold Harmless and Indemnification:** Employee agrees to indemnify MSS, and to hold MSS harmless, in the event of any claims, demands, lawsuits, damages, losses, costs, expenses (including attorney's fees), incurred by MSS, arising out of, or related to, any and all acts or omissions of Employee in connection with this Agreement and the services rendered hereunder.

12. **Attorney's Fees:** In the Event of any action arising out of, or related to, this Agreement, including any action to enforce the terms of this Agreement, the prevailing party as determined by a court having jurisdiction over the matter shall be entitled to an award and recovery from the losing party of a reasonable sum for attorney's fees and of all costs incurred in such action.

13. **Completion Agreement:** This Agreement contains the entirety of the terms and conditions agreed upon between the parties and any matters not set forth herein are deemed waived, null and void.

14. **Compliance with MSS' rules:** Employee agrees to comply with all present and future laws applicable to MSS' business and all present and future employment policies of MSS.

15. **Confidentiality:** During the term of his or her employment, Employee may review medical records, contracts and other data of MSS and the Facility and/or its patients (referred to collectively as the "Records"). Employee agrees to keep confidential all Records and any other information received by Employee during the term of this Agreement from MSS and the facility and/or its patients. Employee agrees to follow all hospital regulations in regard to HIPPA as it applies to medical record security.

16. **California Law and Jurisdiction:** This agreement shall be subject to and governed by the laws of the State of California, and the parties agree that all legal proceedings in connection with this Agreement shall be brought in any appropriate small claims, state or federal court having proper jurisdiction in San Bernardino County, State of California.



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17. **Amendment:** This Agreement may be amended only by a written agreement signed by the parties.

18. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

19. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States Mail, postage pre-paid, addressed to MSS and Employee at the addresses set forth below.

20. **Advice of Attorney/Accountant:** Employee acknowledges that he or she has been advised by MSS to have this Agreement reviewed by his or her attorney and accountant to ensure that Employee fully understands all of the terms and provisions of this Agreement. Employee acknowledges that if he or she elects not to consult with his or her own attorney and accountant in connection with the signing of the Agreement, he or she makes that election voluntarily and of his or her own free will.

Dated \_\_\_\_\_, 2007

Mayday Staffing Solutions  
16654 N. Soledad Canyon Rd. Suite 419  
Canyon Country, CA 91387

By: \_\_\_\_\_  
Albert Castillo ~ President

Dated \_\_\_\_\_, 2007

By: \_\_\_\_\_  
Employee  
Employee Address  
Employee Phone Number



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**Schedule 1**

This Assignment Confirmation (“Assignment Confirmation”) is entered into on **Day, Date** by and between Mayday Staffing Solutions, Inc.. (“MSS”) and the undersigned Employee (“Employee”) pursuant to that Healthcare Professional Employment Agreement (“Employment Agreement”) by and between MSS and Employee.

<b>Employee Name:</b>		<b>Recruiter</b>	
<b>Position:</b>		<b>Facility:</b>	
<b>Address:</b>		<b>City ~ State ~ Zip:</b>	
<b>Facility Phone:</b>		<b>Hours ~ Shift:</b>	
<b>Float:</b>	As required within Employee’s professional skills and experience		
<b>Minimum Hours:</b>	per week	<b>Start Date &amp; End Date:</b>	
The parties acknowledge and agree that the Start Date and End Date are stated for administrative convenience and are not intended to, and do not, provide for a stated duration of employment, or alter the employment of at-will character of Employee’s employment.			
<b>Regular Pay Rate:</b>		<b>Overtime Pay Rate:</b>	
<b>On-Call Pay Rate:</b>	N/A	<b>Call- Back Pay Rate:</b>	
<b>Holiday Pay Rate:</b>	\$	<b>Missed Shift Deductions:</b>	
<b>Meals and Incidentals:</b>	N/A	Per Week ~ Prorated if minimum hours are not worked.	
<b>Housing:</b>	N/A	Per Week ~ Prorated if minimum hours are not worked.	
<b>Rental Car ~ Car Allowance:</b>	N/A	Per Week. Prorated if minimum hours are not worked	
<b>Relocation ~ Flight (taxable):</b>	N/A	MSS will provide flight out and return home at end of assignment. Flight details will be communicated	
<b>Licensure Reimbursement</b>	N/A	MSS will reimburse cost associated with obtaining a professional license up to a maximum of \$300. Please submit receipts and proof of purchase.	
<u>Housing and Travel Allowance Pay Offsets:</u> Any applicable pay offsets for Housing and Travel Allowances, all as referenced in Paragraph 8 of this Agreement, shall be calculated at the hourly rate of <b>\$xx.xx</b> per diem and <b>\$xx.xx</b> taxable for each and every hour under the minimum <b>xx</b> contract hours that Employee fails to work hereunder.			

**Reimbursement of Costs and Expenses**

Employee acknowledges that MSS will incur certain expenses and costs on his or her behalf in reliance on Employee’s accepting the assignment contemplated by this Assignment Confirmation. In consideration thereof, and in addition to and not in lieu of any other remedy or recovery available to MSS, Employee agrees to immediately reimburse MSS upon demand for the following costs and expenses incurred on Employee’s behalf with respect to the assignment contemplated by this Assignment Confirmation to the extent such are non-recoverable by MSS, including legal fees and related costs pertaining thereto and to enforce this provision:

- Housing deposits and pre-paid expenses that are forfeited or non-recoverable due either to i) Employee’s terminating the assignment before the End Date (or any extension thereof)
- Breach of the Agreement, *or* The condition of the premises resulting from Employee’s occupancy
- Any fees charged by MSS Client as a result of employee failing to begin or complete assignment.

Employee agrees that MSS may elect to deduct or offset from any pay or compensation due to Employee against the amount due MSS for reimbursement of any of the costs or expenses as set forth immediately above herein, and Employee will remit the balance of funds remaining due thereafter immediately upon demand from MSS. The foregoing provisions pertaining to reimbursement of costs and expenses and payroll deduction are void where prohibited by or contrary to law, rule or regulation.

By signing below, the undersigned have executed this Assignment Confirmation to be effective as of the date first set forth above herein.

\_\_\_\_\_  
MSS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



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**EXHIBIT A**

**TRAVELER'S STAFFING AGREEMENT**

The purpose of this Traveler's Staffing Agreement is to set forth the intentions of the parties regarding the following assignment made pursuant to the Travelers' Agreement between **HOSPITAL FACILITY** and MayDay Staffing Solutions.

Accordingly, by their signatures below, the parties hereby agree to comply with the terms and conditions of this Agreement and of the Travelers' Agreement between HOSPITAL FACILITY and Mayday Staffing Solutions.

Agency Employee Name:

Assigned Department/Unit:

Additional Services/Requirements (e.g. floating):

Work Assignment Period:

Shift (Hours and Days):

Estimated Hours/Week:

Dated: \_\_\_\_\_

HOSPITAL FACILITY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

MayDay Staffing Solutions

By: \_\_\_\_\_

Albert Castillo, President