

LABOR REFERRAL AGREEMENT

This Labor Referral Agreement (this "Agreement") is made effective as of the date of deposit payment, by and between the individual(s) making payment (the "Client"), and Community Labor Partnership (the "Agency"), of P.O. Box 4268, Paso Robles, California 93447. In this Agreement, the party who is contracting to receive the services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Agency."

1. DESCRIPTION OF SERVICES. The Agency will provide the following services (collectively, the "Services"):

Referral of one or more individuals (collectively known as the "Laborer") to perform general labor at the direction of the Client. Furthermore, the Agency has the right of control over how the Agency will perform the services including selection of the Laborer referred to the Client. The Client does not have this right of control over how the Agency will perform the services.

2. PAYMENT FOR SERVICES. The Client will pay compensation to the Agency for the Services. Payments will be made as follows: a pre-determined deposit per Laborer to accompany this Agreement paid directly by the Client to the Agency as part of the booking process as well as a credit card processing fee, plus the balance due at an hourly rate for a minimum of two (2) hours for each Laborer as described in the booking, paid directly by the Client to the Laborer. Additionally, there may be gas reimbursement required as payment directly by the Client to the Laborer, which is clearly outlined in the booking, if applicable. No other fees and/or expenses will be paid to the Agency, unless such fees and/or expenses have been approved in advance by the Client. The Laborer, as an independent contractor, shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, worker's compensation insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

The Agency has the right of control over the method of payment for services through its payment processing partner, Stripe. By booking online with the Agency, the Client is agreeing to the Stripe Services Agreement. Additionally, the Client is authorizing its payment method to be charged for amounts owed to the Agency using debit or credit cards. Regarding payment disputes, all requests for chargebacks, errors, claims, refunds, and disputes will be subject to review by the Agency in accordance with the rules applicable to the payment method used. The Agency may initiate a collection process or legal action for fraudulently submitted disputes with the Client's financial institution. Client agrees to pay all costs incurred to take such action, including reasonable attorney's fees.

3. TERM/TERMINATION. Termination of this agreement will occur as follows: This agreement will terminate at the completion of the job the Agency is hired for by the Client. Furthermore, the Agency has the ability to terminate this Agreement "at will." A regular, ongoing relationship of indefinite term is not contemplated. The Client has no right to assign services to the Agency other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Agency shall perform other services for the Client, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Agency and the Laborer are independent with respect to the Client and each other, and not employees of the Client or the Agency. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Agency.

It is contemplated that the relationship between the Agency and the Client shall be a nonexclusive one. The Agency also performs services for other organizations and/or individuals. The Client has no right to further inquire into the Agency's other activities.

5. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Client has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Client has or retains the right to stop work done improperly. The Agency has no right to act as an agent for the Client and has an obligation to notify any involved parties that it is not an agent of the Client.

6. PROFESSIONAL CAPACITY. The Agency is a professional who uses his or her own professional and business methods to perform services. The Agency has not and will not receive training from the Client regarding how to perform the Services. However, the Laborer provided by the Agency to the Client to perform the services is unskilled; should the services require a certain level of knowledge that the Client possesses, training may be provided to the Laborer by the Client in order to complete the work.

7. PERSONAL SERVICES NOT REQUIRED. The Agency is not required to render the Services personally and may employ others to perform the Services on behalf of the Client without the Client's knowledge or consent. If the Agency has Laborers, it is the Agency's responsibility to retain them. Client will provide any materials or equipment required to complete the job.

8. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Client has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or

(2) the Client has or retains the right to stop work done improperly. The Agency has no right to act as an agent for the Client and has an obligation to notify any involved parties that it is not an agent of the Client.

9. NO LOCATION ON PREMISES. The Agency has no desk or other equipment either located at or furnished by the Client. Except to the extent that the Agency works in a territory as defined by the Client, his or her services are not integrated into the mainstream of the Client's business.

10. WORK HOURS. The Agency has no set hours of work. There is no requirement that the Agency work full time or otherwise account for work hours. The Laborer will work the hours requested by the Client at the time services are requested.

11. TRACKING COMMUNICATIONS. The Agency may track communications between itself, the Client, and the Laborer via e-mail, phone call, SMS text message, or any other means, whether initiated by the Agency, Client, or Laborer. The purpose of tracking communications is for fraud prevention, to ensure appropriate charging of fees, to enforce these Terms, and for quality and training purposes. In addition to the communication itself (content), date/time, phone number, and contact information will be tracked.

12. FORCE MAJEURE: Other than payment obligations, neither the Agency nor the Client shall be liable to the other for any delay or failure in performance under the Terms arising out of a cause beyond its control and without its fault or negligence. Such causes may include but are not limited to fires, floods, earthquakes, strikes, riots, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

13. INJURIES. The Agency acknowledges the Agency's obligation to obtain appropriate insurance coverage for the benefit of the Agency. The Agency waives any rights to recovery from the Client for any injuries that the Agency may sustain while performing services under this Agreement and that are a result of the negligence of the Agency or the Laborer. The Agency hereby notifies the Client that the Laborer may or may not carry his/her own liability insurance but is not covered by the Agency's insurance. The Client reserves the right to require the Laborer assigned to the job a Release of Liability Waiver form.

14. INDEMNIFICATION. The Client agrees to indemnify and hold harmless the Agency from all claims, losses, expenses, personal injury, property damage, theft, liabilities incurred, fees including attorney fees, costs, and judgments that may be asserted against the Agency that result from the acts or omissions of the Agency, the Agency's employees and Laborers, and the Agency's agents.

If a resident of the State of California, the Client waives California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If not a resident of the State of California, the Client waives any rights under any statute or common law principle similar to Section 1542 that governs Client's rights in the jurisdiction of residence.

The Client agrees that the sole remedy for any claims arising in connection with this agreement is the possible refund of some or all of the booking fees in accordance with the Agency's policies. In any event that a court/arbitrator determines that the preceding sentence is unenforceable, the aggregate liability of the Agency to you for any and all claims arising in connection with this agreement will not exceed the greater of all amounts paid by you under this agreement within the last six (6) months.

15. ARBITRATION AND CLASS ACTION WAIVER. Client and Agency agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. By agreeing to these Terms, the Client agrees to resolve any and all disputes with the Agency as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. Except for small court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Dispute Resolution Manager and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the date of service, then either party may initiate binding arbitration as the sole means to resolve claims. Where the relief sought is \$10,000 or less and the Client does not wish to bring the claim in small claims court,* the arbitration will be conducted online by an online arbitration provider of the Agency's choosing. The Client is responsible for its own attorneys' fees. Where the relief sought is \$10,001 or more, resolution shall be in accordance with the JAMS Streamlined Arbitration Procedure Rules. The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. Arbitration shall be initiated in San Luis Obispo County, State of California.

Class Action Waiver: The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. The

Client agrees that it may bring claims against the Agency only in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

*The Terms and the relationship between the Agency and the Client shall be governed in all respects by the laws of the State of California, without regard to its conflict of law provisions. The Client agrees that any claim or dispute you may have against the Agency that is not subject to arbitration must be resolved by a court located in San Luis Obispo County, California, except as otherwise agreed by the parties. The Client agrees to submit to the personal jurisdiction of the courts located within San Luis Obispo County, California, for the purpose of litigating all such claims or disputes that are not subject to arbitration and hereby waive any and all jurisdictional and venue defenses otherwise available.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

17. WAIVER OF BREACH. The waiver by the Client of a breach of any provision of this Agreement by Agency shall not operate or be construed as a waiver of any subsequent breach by Agency.

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. If a court finds that any provision of this Agreement 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.

19. MODIFICATIONS. The Agency reserves the right, in its sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time and without prior notice.

20. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

21. SIGNATORIES. This Agreement has been prepared and electronically signed by Alexandra McCullough, Owner, on behalf of Community Labor Partnership and by the Client by way of agreement to the terms online prior to payment. This Agreement is effective as of the date first above written.