

JOBS & JOURNEYS LLC FEE AGREEMENT FOR SERVICES

This agreement details the terms of Jobs & Journeys LLC (Agency) fee agreement. If you have any questions concerning the fees or the terms, please contact Agency immediately.

This Agency operates under the laws of the State of Minnesota, and is regulated by the Department of Labor and Industry, St. Paul, MN 55155, (651) 284-5075.

This Agency does not discriminate in the acceptance or referral of Candidates on the basis of race, color, creed, marital status, religion, sexual orientation, national origin, age, disability or other protected characteristics.

The term "Candidate" means any person referred by this Agency to the business, or anyone referred to you by our Candidate.

The term "Business" means you and any of your affiliates as the employer of the Candidate.

The terms "refer" and "referred" mean the disclosure by the Agency of the identity of a Candidate through any means, including, but not limited to, oral or written disclosure by telephone, in person, by fax transmission, by mail or any form of electronic means, such as e-mail. Fees are commission based upon hire, no upfront fees to employers. The commission is payable by employer and due the first week of employment.

Agency will proactively recruit seasonal and part time employees through a number of tactics including:

- Website
- Social media
- Job boards targeting people leading work/travel lifestyles
- Retirement clubs

To facilitate the recruitment process for a vast array of seasonal hospitality positions, Business agrees to:

- Place and maintain current information and images on Jobs and Journeys.com, including:
 - Business images
 - Business and area information
 - Job descriptions/timeframe/salary range
 - Housing options available
 - Benefits/perks (if applicable)
 - Link to business
- Provide Agency with adequate background information to represent the positions in recruitment efforts, including timing of position, skills, training and housing availability or options;

- Respond to all applications within 10 business days. After 10 business days, Agency reserves the right to forward applicant to other businesses;
- Make all hires directly and be responsible for all salaries, benefits, workers compensation, background checks or any required legal status of employment . Agency has no employer-employee or independent contractor relationship with the Candidates and is not responsible for employment related issues, damages due to the employment of the candidate upon hiring or in the process of hiring the candidate'
- Remove job listings within two business days of filling a position;
- Confirm all hires within five working days of acceptance in writing to Jobs & Journeys by position title, start date and name of employee;
- Work with Agency on copy for ads and job board listings for your business; and
- Provide a summary of total annual salaries of placements, if required by the state.

Confidentiality of Referrals: All Candidate referrals made by Agency are made on a confidential basis and Business shall hold Agency harmless from any liability resulting from Business' unauthorized disclosure or misuse of information regarding any candidates or their candidacy.

Disclaimer: Agency does not guarantee the performance of any Candidate or the accuracy of information provided regarding a candidate, and disclaims any responsibility for claim, loss, or liability as a result of a candidate's acts or omissions. Agency urges Business to conduct such investigations, as it deems necessary to verify Candidate information or to obtain such other information, as it may deem relevant.

2017 Fee Structure:

Fee structure through September 2017:

\$489 for each employee hired.

Returning employees:

\$250 for each employee who returns for a second season.

No fees beyond second season

Fees are per person employed.

Fee compensation reflects a reasonable estimate of wages for hospitality and tourism businesses. Sales tax will be added to the Agency fees where required by law, and is the sole responsibility of Business.

Guarantee: The Agency will refund the commission in the event that the business relationship between you and the Candidate is terminated for any reason within thirty (30) calendar days from the employee start date (except when such termination was due to lack of work), provided that we receive payment in full within thirty (30) days from the date of invoice, and provided that you notify the Agency, in writing,

of all the facts relating to the termination within five (5) business days after it occurs. This guarantee shall be your sole remedy.

Billings: Agency fees will be due when the employment relationship between Business and the Candidate begins.

Payment Terms: Agency fees are due upon your receipt of the invoice. In the event that all amounts due are not paid within thirty (30) days from the date of the invoice, then the Agency will be entitled to the interest from the date of invoice at the rate of one and a half percent (.015%) monthly on the unpaid fees (accrued daily) in addition to the reimbursement of all of its costs and disbursements spent in connection with collecting any Agency fees, including, but not limited to, reasonable attorneys fees. You consent to the jurisdiction of the courts of the State of Minnesota and agree that its laws shall govern our relationship.

Agency contact:

Colleen Tollefson

Jobs & Journeys LLC

952-484-9363

Email: Colleen@JobsandJourneys.com

Name _____ Title _____
Business _____ Address _____
City _____ State _____ Zip _____
Phone _____ e-mail: _____

- I have read and accepted the terms and conditions outlined in this fee agreement for services;
- I will receive communications from Jobs & Journeys and potential employees;
- I am at least 18 years old.
- This agreement shall remain in effect until September 30, 2017 unless terminated in writing in advance of that date.

Signature: _____ Date: _____

Return to:

Colleen Tollefson, Jobs & Journeys LLC, 16851 Diamonte Way, Lakeville, MN 55044 or e-mail to:
Colleen@JobsandJourneys.com