



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (THE "AGREEMENT") IS MADE THIS ____ DAY OF _____ 20__ BY AND BETWEEN A-PLUS BENEFITS, INC., A UTAH CORPORATION (HEREAFTER, "A-PLUS"), WHOSE ADDRESS IS 395 WEST 600 NORTH LINDON, UTAH 84042; AND _____ ("EMPLOYEE"), RESIDING AT _____ (ADDRESS), WHOSE SOCIAL SECURITY NUMBER IS _____.

1. **CO-EMPLOYMENT.** EMPLOYEE RECOGNIZES THAT: (A) HE OR SHE HAS BEEN SELECTED FOR EMPLOYMENT BY EMPLOYER ALONE; (B) EMPLOYER ALONE HAS DETERMINED WHAT WAGES ARE TO BE PAID EMPLOYEE; (C) EMPLOYER ALONE WILL CONTROL THE AMOUNT OF HOURS WORKED BY EMPLOYEE AND WILL SET THE SCHEDULE AS TO WHEN SUCH HOURS ARE WORKED; (D) EMPLOYER ALONE WILL ESTABLISH THE JOB FUNCTIONS TO BE PERFORMED BY EMPLOYEE; AND (E) EMPLOYER ALONE WILL CONTROL THE JOB SITE AND JOB ENVIRONMENT, INCLUDING THE OTHER EMPLOYEES WITH WHOM EMPLOYEE WILL BE WORKING. A-PLUS IS A CO-EMPLOYER OF EMPLOYEE ONLY FOR THE LIMITED PURPOSE OF ALLOWING A-PLUS TO ADMINISTER BENEFITS SELECTED BY EMPLOYEE AND TO PAY WAGES DETERMINED BY THE EMPLOYER TO BE OWED TO EMPLOYEE. PAYCHECKS RECEIVED BY EMPLOYEE THUS MAY HAVE A-PLUS' LOGO, ADDRESS, AND OTHER IDENTIFYING INFORMATION. BECAUSE OF A-PLUS' LIMITED INVOLVEMENT IN EMPLOYEE'S EMPLOYMENT WITH EMPLOYER, EMPLOYEE RECOGNIZES THAT A-PLUS HAS NO CONTROL OVER AND IS NOT LIABLE UNDER STATE AND FEDERAL LAWS RELATIVE TO THE WORKPLACE, INCLUDING, WITHOUT LIMITATION, THE FAIR LABOR STANDARDS ACT, THE FAMILY MEDICAL LEAVE ACT OF 1993, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE EQUAL PAY ACT, EXECUTIVE ORDER 11246, THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA"), THE OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA"), THE IMMIGRATION REFORM AND CONTROL ACT, THE AGE DISCRIMINATION IN EMPLOYMENT ACT, AND THE AMERICANS WITH DISABILITIES ACT. THE FOREGOING IS NOT AN EXHAUSTIVE LIST, AND EMPLOYEE BY SIGNING BELOW DISCLAIMS ANY LIABILITY ON THE PART OF A-PLUS FOR ANY MATTER STEMMING FROM CONDUCT THAT A-PLUS DID NOT ACTUALLY CONTROL PURSUANT TO ITS RELATIONSHIP WITH EMPLOYER.

2. **AT-WILL EMPLOYMENT.** EMPLOYEE RECOGNIZES THAT HE OR SHE IS AN AT-WILL EMPLOYEE, MEANING THAT HIS OR HER EMPLOYMENT CAN BE TERMINATED BY EMPLOYER, WITH OR WITHOUT CAUSE OR NOTICE, AT ANY TIME. NO PROMISE OF EMPLOYMENT FOR A DEFINITE DURATION IS GIVEN BY THIS AGREEMENT OR BY ANY OTHER MATERIAL RECEIVED BY EMPLOYEE FROM EMPLOYER OR FROM A-PLUS. THIS AGREEMENT IN NO WAY MODIFIES THE AT-WILL NATURE OF EMPLOYEE'S EMPLOYMENT. IN THE EVENT OF ANY CONTRARY PROVISIONS CONTAINED IN OTHER MATERIALS RECEIVED BY EMPLOYEE AND THIS AGREEMENT RELATIVE TO AT-WILL EMPLOYMENT STATUS, THIS AGREEMENT WILL CONTROL AND SUPERSEDE SUCH OTHER MATERIAL.

3. **COMPENSATION AND BENEFITS.** A-PLUS SHALL PAY WAGES TO EMPLOYEE IN EXCHANGE FOR SERVICES RENDERED AS DIRECTED BY EMPLOYER AND IN SUCH INTERVALS AS A-PLUS, IN CONSULTATION WITH EMPLOYER, SHALL DETERMINE BUT NO LESS THAN MONTHLY. A-PLUS MAY MODIFY THE TIME OF PAYMENT OR THE NUMBER OF PAYMENT PERIODS PER MONTH IN ACCORDANCE WITH CHANGES IN ITS STANDARD POLICIES. EMPLOYEE MAY BE ENTITLED TO BENEFITS AS OUTLINED IN THE POLICY AND PROCEDURE GUIDE OF THE EMPLOYER. EMPLOYEE SHOULD CONSULT WITH EMPLOYER CONCERNING THE AVAILABILITY OF SUCH BENEFITS.

4. **A-PLUS POLICIES AND PROCEDURES.** IN ORDER FOR A-PLUS TO CARRY OUT ITS LIMITED PURPOSES UNDER CONTRACTS BETWEEN IT AND EMPLOYER, A-PLUS MAY ISSUE TO EMPLOYEE FROM TIME TO TIME CERTAIN POLICIES AND PROCEDURES, AS, FOR EXAMPLE, AN EMPLOYEE GUIDE AND A-PLUS' CURRENT POLICY CONCERNING ALCOHOL AND DRUGS. EMPLOYEE RECOGNIZES THAT SUCH POLICIES AND PROCEDURES MAY BE CHANGED UNILATERALLY BY A-PLUS AT ANY TIME AND THAT NONE OF THESE POLICIES OR PROCEDURES CONSTITUTES A PART OF THIS AGREEMENT OR CONSTITUTES A SEPARATE CONTRACT BETWEEN A-PLUS AND EMPLOYEE.

5. **CONSENT TO DRUG/ALCOHOL SCREENING.** EMPLOYEE ACKNOWLEDGES RECEIVING AND PROMISES TO READ A-PLUS' CURRENT POLICY CONCERNING ALCOHOL AND DRUGS. EMPLOYEE AGREES TO ALCOHOL/DRUG SCREENING OR TESTS TO BE CONDUCTED BY A-PLUS UNDER THE DIRECTION

OF EMPLOYER. EMPLOYEE SPECIFICALLY CONSENTS TO THE RANDOM AND SCHEDULED TAKING OF SAMPLES OF BLOOD, URINE, BREATH, AND OTHER SAMPLES FOR TESTING TO DETERMINE THE PRESENCE OF DRUGS AND/OR ALCOHOL. EMPLOYEE AGREES TO THE RELEASE OF ANY AND ALL INFORMATION CONCERNING THE RESULTS OF SUCH TESTING TO EMPLOYER, A-PLUS, AND SUPERVISORS AND MANAGEMENT OF EACH.

6. MISCELLANEOUS PROVISIONS.

A. JURY TRIAL WAIVER. THE EMPLOYER AND THE EMPLOYEE EACH HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR PROCEEDINGS BROUGHT WITH RESPECT TO ANY PROVISION OF THIS AGREEMENT OR THE ENFORCEABILITY THEREOF AND/OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF, OR RELATED TO, THE EMPLOYEE'S EMPLOYMENT WITH THE EMPLOYER OR ANY TERMINATION THEREOF.

B. GOVERNING LAW. THIS AGREEMENT IS GOVERNED BY AND IS TO BE CONSTRUED, ADMINISTERED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO UTAH CONFLICTS OF LAW PRINCIPLES.

C. AMENDMENTS. NO PROVISIONS OF THIS AGREEMENT MAY BE MODIFIED, WAIVED OR DISCHARGED UNLESS SUCH MODIFICATION, WAIVER OR DISCHARGE IS APPROVED IN WRITING BY THE EMPLOYER, EMPLOYEE, AND A-PLUS.

D. SEVERABILITY. IN THE EVENT THAT ANY ONE OR MORE OF THE PROVISIONS OF THIS AGREEMENT SHALL BE OR BECOME INVALID, ILLEGAL OR UNENFORCEABLE IN ANY RESPECT, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS CONTAINED HEREIN SHALL NOT BE AFFECTED THEREBY.


E. NOTICES. ANY NOTICE OR OTHER COMMUNICATION REQUIRED OR PERMITTED TO BE DELIVERED UNDER THIS AGREEMENT SHALL EITHER BE HAND-DELIVERED OR MAILED TO THE ADDRESSES FIRST SET FORTH ABOVE.

F. ATTORNEY'S FEES. THE PREVAILING PARTY IN ANY ACTION TO INTERPRET OR ENFORCE THIS AGREEMENT SHALL BE ENTITLED TO REASONABLE COSTS, INCLUDING ATTORNEYS' FEES.

G. ENTIRE AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND ALL PROMISES, REPRESENTATIONS, UNDERSTANDINGS, ARRANGEMENTS AND PRIOR AGREEMENTS RELATING TO SUCH SUBJECT MATTER (INCLUDING THOSE MADE TO OR WITH THE EMPLOYEE BY ANY OTHER PERSON OR ENTITY) ARE MERGED HEREIN AND SUPERSEDED HEREBY.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS EMPLOYMENT AGREEMENT TO BE EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

A-PLUS BENEFITS, INC.	
BY	ITS

EMPLOYEE NAME:	FIRST NAME	LAST NAME
 EMPLOYEE SIGNATURE	X	DATE