THE FIESTA GROUP INC TERMS AND CONDITIONS OF SERVICE

THE FIESTA GROUP INC (herein referred to as "Agency") and Client (collectively, the Hiring Party) enter into this Terms and Conditions (herein referred to as an "Agreement") for Staffing and Entertainment Service (collectively, the Agency's employees working for the Client and herein referred to as "Staff" or "Service" ). Client agrees to the terms of this Agreement immediately upon provided payment to the Agency.

**HOSPITALITY**

**1. BOOKING AND BILLING**

Client will be billed for the time; the Staff begins work on an official call time (collectively the Staff arrival time, requested by the Client) specified, until Staff is signed off at the end of the event, FIVE HOURS MINIMUM SERVICE APPLIES TO ALL BOOKINGS IN BROOKLYN AND MANHATTAN AND OTHER ASREAS SIX HOURS MINIMUM. Agency's Staff will remain on assignment for the maximum hours booked by Client during reservation. Client also reserves the right to hold Staff for additional hour (up to 1 hour) following the event. Should Client foresee yet longer hours, Client should notify Agency in advance. Client must provide 20 minutes break with food to all Staff after 5-hours of work. Break time can be split into several shifts, while some Staff members are working, the others will take a break.
**2. ARRIVAL TIME**
Agency's Staff will make every effort to arrive early before the official call time. In case, the Staff arrives late due to the Agency Staff fault, the five hour minimum Staff booking required will be forfeited and the Client will be billed only for the hours the Staff was on the assignment.
**3. SERVICE GUARANTEE AND SERVICE LIMITS**
Agency Staff will perform the following service for the Client; (a) Bartenders will set up a bar stations to serve beverages and make mixed drinks. Bartenders will break down and clean bar stations during and immediately following the event. (b) Servers will set up chairs, tables, flatware, utensils and buffet stations and will perform services such as serving food, drinks and cleaning tables. Following the event, Servers will clean, break down, and stock tables and chairs. (c) BBQ Grillers will set up a barbecue stations. BBQ Griller service includes cooking and warming meat and vegetables, preparing plates and serving guests. Agency Staff may be asked to perform additional services with a prior approval from the Agency.
Client is not allowed to request or knowingly allow Agency Staff to serve liquor to minors or to the mentally incompetent persons. Client should assume sole responsibility for verifying, that all individuals being served are of legal drinking age. Client also should assume responsibility for monitoring the service of alcohol to intoxicated individuals at the event. Bartenders reserves the right to refuse service to anyone believed to be overly intoxicated, belligerent or without proper proof of age. Client should not hold Agency responsible for (a) liability and damages incurred as a result of serving alcoholic beverages to a minor or mentally incompetent person and (b) any liability or damages incurred under the Dram Shop Act, General Obligations Law 11-101. Client maintains sole responsibility for all injuries and damages caused by any food or beverage served at the event by Agency Staff. Client agrees that none of Agency Staff will be allowed or required to warm or cook food (with exception of BBQ Grillers), clean restrooms, wash dishes, move tables, chairs and other furnishings up or down stairs, or carry overweight items without prior written approval from the Agency. Additionally, each Agency Staff member may set up and break down no more than thirty chairs and three tables at any scheduled event. **4. LEGAL**Client should not hold Agency and Agency officers liable against any and all legal claims or attorneys' fees resulting from operation or use Client-owned or Client-leased vehicles, machinery and equipment by Agency Staff. THE CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FIESTA GROUP INC, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES , LOSSES, COSTS AND EXPENSES, INCLUDING AND WITHOUT LIMITATION ATTORNEY'S FEES, BODILY INJURY CLAIMS, PROPERTY DAMAGE, LOSS OF TIME AND/OR INCONVENIENCE, RESULTING FROM OR ARISING IN CONNECTION WITH PROVIDED SERVICE REGARDLESS OF CAUSE OR FAULT. **5. PAYMENT AND CANCELLATION**Full payment is required to complete Staff booking. All bookings cancelled within 10 days of an event date are subject to 50% cancellation fee. All bookings cancelled at the day of an event will be subject to 100% cancellation fee. Administrative Fee $15 per staff are not refundable. **6. INSURANCE**Agency has Worker's Compensation Insurance and will provide a copy of certificate upon Client's request. **7. ADDITIONAL FEE**Additional fee will apply for booking out of Brooklyn or Manhattan area, for traveling staff to location. Extra working hours are subject to additional fee as a standard hourly rates per Staff and based from rates provided in Quote. Due to Agency service limits as set forth in clause number 4 of this Agreement, Agency will charge $50 flat fee for dishwashing, should Client request any Staff to perform such service. The dishwashing service is performed only by one staff member, and should not take more than 1 hour. If applies, additional fee will be charged to Client's credit card on file after completion of the event. Agency will send an invoice prior to charge. **8. NO SOLICITATION OF AGENCY STAFF AND PLACEMENT SERVICES**Due to transparent business practice the Agency adheres to, Client agrees not to solicit or offer a job to the Agency Staff directly, for one year following the completion of the assignment. Client agrees not to permit or cause Agency Staff to be hired by another firm for at least one year following the completion of the assignment, without expressed written permission from the Agency.