

## STAFFING SERVICES AGREEMENT

THIS AGREEMENT made this day 03/04/2024, to be known as the ("Commencement Date"), by and between [REDACTED] LLC located at [REDACTED] Medley, FL 33166 United States, (hereinafter "Principal") and [REDACTED] LLC (hereinafter "Contractor"); located at [REDACTED] Naples FL34113, United States.

### WITNESSETH:

WHEREAS, Principal operates a warehouse Company; and WHEREAS, Contractor, will be providing staffing which specializes in providing professional talent, NOW, THEREFORE, the parties hereby mutually agree as follows:

#### 1. Term.

This Agreement shall be for twelve months (12) commencing on this day 02/27/2024 ("Commencement Date"), until terminated without cause by either party upon delivery to the other party of Thirty (30) days prior written notice, or with cause immediately upon written notice.

Notwithstanding the foregoing, termination of this Agreement by either party shall not affect amounts due for services rendered by Contractor to Principal.

#### 2. Scope of Service.

This Agreement allows Contractor the right and privilege to provide all staffing positions as detailed in Section 5. Fee ("Contract Employee(s)") to Principal as and when requested by Principal:

##### A. Contractor's Responsibilities:

(1) Contractor shall be responsible for informing Contract Employees of applicable Principal rules and policies.

(2) Contractor shall provide drug-free Contract Employees to Principal. Should any Contract Employee report for duty at the Principal under the influence of any illegal drug or alcoholic substance or uses, possesses or attempts to sell such substance or drug paraphernalia while on duty at the Principal, Principal shall contact Contractor and such Contract Employee shall be immediately removed from the premises by Contractor. The Principal reserves the right to refuse to allow any such Contract Employee to work at the Principal thereafter.

(3) Contractor shall process background checks and Random Drug tests with Contract Employees.

(4) Contractor shall provide a contact person with the Principal as Liaison between both parties.

(5) Contract Employees shall be required to sign in and sign out at a designated location in the Principal at the start of and at the completion of each day's service.

(6) In the event any Contract Employee is unable to perform adequately or is unable to perform for the entire period of time required by Principal, Contractor agrees to provide substitute Contract Employee(s) of comparable skill and knowledge which Contract Employee(s) shall be subject to the terms and conditions of this Agreement.

(7) Contractor shall be responsible for all aspects of Contract Employees' recruiting, hiring, promoting, disciplining, and wage determination, provided that said supervision and direction is consistent with the rules and regulations of the Principal.

(8) Contractor shall submit to Principal a weekly invoice for the services of its personnel which shall indicate the number of hours, rate per hour, name of employee, and area worked during billing period or as determined by Principal.

A. Principal's Responsibilities:

(1) Principal shall provide to Contractor a list of rules, requirements, and work policies applicable to Contract Employees working at the Principal, which list Contractor shall incorporate into its training of the Contract Employees provided to Principal.

(2) Contract Employees shall be allowed to enjoy the same meal benefits as Principal's employees.

(3) If the Principal does not want the Contractor to provide Supervisor(s), the Principal will be responsible to provide Supervisor and will be directly responsible in handling any situation with the employees. Principal is also responsible for any changes in the schedule including but not limited to days off, overtime, or if any employee may call out for any reason.

3. Payment Agreement

Contractor shall invoice the Principal on a weekly basis. Principal shall pay invoice within **TWENTY-ONE (21)** days from receiving the invoice 'Due Date' Payments not made within eight (8) days of due date shall be subject to a late charge of 2.5% of said payment. Additionally, all payments 45 days past due shall incur a 4% per month interest charge until fully paid, 60 days 5%.

Payments can be sent by ACH to \_\_\_\_\_ Bank in the name of \_\_\_\_\_ LLC, Account; \_\_\_\_\_ Routing; \_\_\_\_\_ and an acknowledgement of receipt with a description of the payment will be sent upon receipt of the amount due.

**4. Personnel.**

Principal may request that anyone or any number of Contractor's employees not be sent to the Principal based upon reasonable non-discriminatory grounds, and Contractor shall honor such requests. Contractor agrees that all Contract Employees provided to the Principal are employees of Contractor. Contractor shall be responsible for all contractual agreements entered into as labor agreements. Contractor shall be responsible for the payroll, scheduling and disciplinary actions of its employees.

Principal may not offer, hire or employ any Contractor employee within six (06) months of the Employees' date of separation from the Contractor. Principal will not opt to buy employees for the company at any given time, shall be precluded from hiring any individual who responds to a public advertisement placed or who had terminated the employment, consultancy or agency relationship with Contractor prior to commencement of such public solicitation.

**5. Fee.**

All labor shall be provided at the following rates per Contract Employee for each labor hour worked:

The Contractor may propose an adjustment to such fee at any time upon twenty four (24) hours prior written notice to the Principal. In the event the Principal accepts any proposed fee adjustment, the parties hereto shall execute an amendment to this Agreement.

The ~~surcharge~~ surcharge rate, as defined in this section, shall be 30 % percent of the hourly wage rate of the Worker's position (the Position Wage Rate).

**6. Discrepancies.**

In the event there is a discrepancy between Principal and Contractor with regard to a Contract Employee's hours worked at the Principal, Principal and Contractor shall mutually agree upon a satisfactory resolution of such discrepancy.

**7. Independent Contractor.**

(a) Contractor is an independent contractor and all persons employed or engaged to furnish Services hereunder are employees of Contractor or Subcontractors and not of Principal. This Agreement shall not create a relationship between the parties or party as an employee-employer, agent, partner or joint ventures of the other.

b) The Principal is responsible for training the employees. Further, the Principal controls the time, manner and method of the work to be performed by those working for the Contractor. Contractor is also free to perform services for other customers.

**8. Notices.**

All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the party intended at its address as hereinbefore set forth, or to such address as Principal or Contractor may specify in writing.

**9. Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed under, the laws of the State of  jurisdiction and venue for all purposes shall be in the County of  State of

**10. Entire Agreement.**

This Agreement contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force or effect.

**11. Amendment of Agreement.**

Only a written instrument signed by the parties hereto may amend this Agreement.

**12. Legal Fees.**

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

**13. Exhibits.**

If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with or additional to the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail over any inconsistent terms.

**14. EEOC Compliance.**

As subcontractor to Principal, Contractor acknowledges its responsibilities under applicable provisions and the implementing regulations of the Department of Labor.

**15. Signatures:**

Electronically submitted signatures shall be deemed binding as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_ (LLC:

Title:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/

Date

\_\_\_\_\_ LLC:

Title: MGR

Printed Name:

\_\_\_\_\_

Signature

03/04/2024

Date

Title: MGR

Name:

\_\_\_\_\_

Signature

03/04/2024

Date