

Sample Staffing Services Agreement A

This Staffing Services Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between YOUR NAME LLC (“YOUR NAME”), a STATE, YOUR LEGAL FORM OF CORPORATION, and THE EXACT LEGAL NAME OF YOUR CUSTOMER (“Client”).

BACKGROUND

WHEREAS, YOUR NAME is engaged in the temporary staffing services business providing temporary personnel to customers with staffing needs; and

WHEREAS, Client desires to engage YOUR NAME to provide temporary staffing services (“Services”) and YOUR NAME desires to be engaged by Client, all on the terms and conditions of this Agreement; and

WHEREAS, as used herein, the term “Contract Employee” means a YOUR NAME employee temporarily placed with the Client pursuant to this Agreement;

THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter [on a month-to-month basis] unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

2. CONTRACT EMPLOYEES

YOUR NAME shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide Services under Client’s management. YOUR NAME shall provide to Client Contract Employees who are qualified and able to fill such positions as requested by Client, as based on the criteria provided by Client, and eligible to work in the United States. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with the Client, standard and overtime hourly billing rates for each Contract Employee, the starting date for each Contract Employee, and any special terms and conditions for the Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by YOUR NAME as requested by Client hereunder from time to time. Should Client request additional Services subsequent to the execution of this Agreement, and such Services are not listed on Exhibit A attached hereto, or should either Client or YOUR NAME request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended.

YOUR NAME is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. In addition, Client agrees to require all Contract Employees to record all hours worked and will not allow “off the clock” time or other similar arrangements.

3. INDEPENDENT CONTRACTOR STATUS

With respect to the Services provided by YOUR NAME, YOUR NAME shall be an independent contractor. YOUR NAME shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. INVOICING

4.1 Invoices: YOUR NAME shall submit weekly invoices to Client for Services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employee(s) in excess of forty (40) hours per week, or as otherwise required by law; provided that, YOUR NAME or Contract Employee shall seek Client's prior written consent before any such cost is incurred. Invoices submitted by YOUR NAME to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within three (3) business days of Client's receipt of the invoice.

4.2 Expenses: If previously approved by Client, Client shall reimburse YOUR NAME for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing Services on behalf of Client that require Contract Employee to travel away from Client's primary job site.

4.3 Taxes: Where applicable, Client shall pay all sales and use taxes with respect to the Services provided by YOUR NAME pursuant to this Agreement.

4.4 Purchase Orders: Payment of YOUR NAME invoices shall not be dependent upon a Client generated purchase order.

5. PAYMENT; DEFAULT

Payment in full for invoices shall be due within thirty (30) days from invoice date, at YOUR NAME, 57 Niguel Pointe Dr, Laguna Niguel, CA 92677. Invoices that are more than thirty (30) days past due will be charged a late fee of one percent (1%) per day. If the Client's account is past due and YOUR NAME has notified Client in writing of the past due balance, YOUR NAME may, without advanced notice, immediately cease providing any and all further Contract Employee services without any liability to Client for interruption of pending work. Notwithstanding the terms of Section 12.10 of this Agreement, YOUR NAME may institute proceedings to seek a judgment in any court or competent jurisdiction in the United States.

6. CONSENT TO USE OF SUB-CONTRACTORS

From time to time in the performance of the Services under this Agreement, it may be necessary or desirable for YOUR NAME to engage other parties as sub-contractors. YOUR NAME may engage sub-contractors to provide Services hereunder as it deems necessary. YOUR NAME shall in any event remain fully responsible for completion of the Services and compliance with this Agreement by any and all personnel used to perform Services. In addition, YOUR NAME acknowledges and agrees that Client may, in its sole and absolute discretion, require any sub-contractor to sign a non-disclosure or similar type agreement as determined by Client.

7. PREVAILING WAGE

Client agrees that it is Client's responsibility to notify YOUR NAME of any prevailing wage or other wage requirements covering the Contract Employees assigned to perform Services for the Client, and Client hereby certifies that the Services to be performed by the Contract Employees under this Agreement are not subject to any such wage requirements. In the event that it is later determined that any prevailing wage or other wage requirements are applicable, Client shall be responsible for notifying YOUR NAME of the proper job classification.

8. RESTRICTIVE COVENANT/CONVERSION / RIGHT TO HIRE

8.1 Restrictive Covenant-Conversion:

(a) During the term of this Agreement and for the two (2) year period immediately following the period for which a Contract Employee last performed Services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of YOUR NAME, or hire or engage such Contract Employee. Nothing herein shall be construed to prevent either party from hiring an employee of the other party resulting from:

1. Advertising of open positions, participating in job fairs or the like, or other forms of soliciting candidates for employment which are general in nature or not specifically and solely aimed at a given employee of the other party,
2. Unsolicited inquiries about employment opportunities from headhunters or other agents acting for unidentified principals,
3. Unsolicited inquiries about employment opportunities from any employee, or
4. Employees of either party terminated as a result of a general reduction or workforce.

(b) Notwithstanding the above paragraph in this Section 9.1, if at any time the Client wishes to hire any Contract Employee provided by YOUR NAME, Client may request that YOUR NAME release the Contract Employee from his/her employment contract with YOUR NAME to allow Client to employ or engage the services of Contract Employee, either directly or indirectly. Client acknowledges and agrees that YOUR NAME, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the services of Contract Employee supplied by YOUR NAME. Violation of this section would be considered a material breach of the Agreement and Client shall compensate YOUR NAME an amount equivalent to the twelve (12) months of base compensation (annual salary) of the hired personnel plus any reasonable attorneys' fees awarded by a court.

(c) 8.2 Submittals-Right To Hire: Resumes submitted to Client are confidential and for Client use only. Client agrees that YOUR NAME is the representative of all candidates for which resumes are submitted to Client by YOUR NAME in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by YOUR NAME is hired either directly or indirectly by Client within one year of receipt of the resume, that this action would be considered a material breach of the Agreement and Client shall compensate YOUR NAME an amount equivalent to the twelve (12) months of base compensation (annual salary) of the hired personnel plus any reasonable attorneys' fees awarded by a court.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, each party to this Agreement ("Responsible Party") shall indemnify and hold harmless the other party, its consultants, and its officers, directors, agents and employees ("Indemnified Party") from and against claims, damages, losses or expenses, including but not limited to attorneys' fees, to the extent arising out of or resulting from the Responsible Party's intentional or negligent acts or omissions under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations or indemnity under the law.

(a) Any party entitled to indemnification hereunder shall notify the other party of the proceedings or claim within a reasonable period of time after is has received actual notice of the proceedings or claim. The parties shall take all reasonable actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim.

(b) If a proceeding is commenced against the Indemnified Party which is based upon or arises out of this Agreement, then the Indemnified Party shall be entitled to make the Responsible Party a party to the proceeding for the purpose of enforcing the terms and conditions of this clause.

(c) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT,

AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. CLIENT PROPERTY

10.1 Work Product: All work product of every kind performed by any Contract Employee or YOUR NAME sub-contractor on behalf of Client shall be the sole and exclusive property of Client. YOUR NAME expressly acknowledges and agrees that all such Work Product constitutes “work made for hire” under the Copyright Act and is owned exclusively by Client. At the completion or termination of this Agreement, Contract Employee and/or Perspective sub-contractor shall deliver to Client both the completed and any uncompleted portions of the Work Product, without exception. Client has ownership of all deliverables and may change, alter and revise as necessary.

10.2 Confidentiality: YOUR NAME recognizes that while performing its duties under this Agreement, its Contract Employees may be granted access to certain proprietary and confidential information regarding Client’s business, customers, and employees. YOUR NAME agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. In connection therewith, the following shall apply:

(a) The Confidential Information may be used by the Contract Employee only to assist the Contract Employee with his/her duties;

(b) The Contract Employee will protect the Confidential Information in the same way as Contract Employee protects his/her own Confidential Information of like kind but, in any event, with nothing less than reasonable care.

This Section 10.2 does not apply to information that was previously known or information that is available in the public domain.

11. NOTICES

11.1 Manner: Any notice or other communication (“Notice”) required or permitted under this Agreement shall be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

11.2 Addressee: Notices shall be addressed to:

YOUR NAME XXX
1000 ANYSTREET
ANYTOWN USA, 25659

If to Client:

CUSTOMER FULL NAME
1000 ANYSTREET
ANYTOWN USA 25659

11.3 Delivery: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

11.4 Changes: Either party may designate, by Notice to the other, substitute addresses for Notices, and thereafter, Notices are to be directed to those substitute addresses.

12. MISCELLANEOUS

12.1 Governing Law: The laws of the State of YOUR STATE shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws. The prevailing party in any proceeding to enforce the terms of this Agreement shall

recover from the non-prevailing party the reasonable attorney's fees and court costs incurred by the prevailing party.

12.2 Severability: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended so as to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.

12.3 Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

12.4 Headings: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement. The background section is an integral part of this Agreement.

12.5 Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. YOUR NAME and Client specifically acknowledge and agree that this Agreement governs and applies to the relationship between YOUR NAME and the Client, and not to any other relationship between the Client and any other division, company, business unit, subsidiary or affiliate of YOUR NAME. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.

12.6 Amendments and Modifications: This Agreement, including all Exhibit A hereto, may be amended, waived, changed, modified or discharged only by an agreement in writing signed on behalf of all of the parties by the authorized representatives executing this Agreement.

12.7 Entire Agreement: This Agreement and all Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

12.8 Waiver: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

12.9 Remedies Cumulative: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

12.10 Arbitration: Except as provided in Section 5 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement, shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that YOUR NAME may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of YOUR NAME other divisions, business units, subsidiaries or affiliates without the prior written consent of Client.

13. HEALTH AND SAFETY

Client agrees to train, certify, evaluate and orient all YOUR NAME Contract Employees in all safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Client employees and as required by policy or by law, including, but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client will provide and require all YOUR NAME Contract Employees to wear all appropriate safety equipment. Client will notify YOUR NAME immediately in the event of an accident or medical treatment of any YOUR NAME Contract Employee, and will be provided with a completed supervisor's report of injury. In the event of an accident or other incident involving a YOUR NAME Contract Employee, YOUR NAME shall have the right to conduct an on-site investigation. Client shall cooperate with YOUR NAME in the conduct of its investigation.

14. VEHICLE USE

Client shall not request or require YOUR NAME' Contract Employee(s) to perform tasks that require driving a motor vehicle without YOUR NAME's express written permission.

15. FORCE MAJEURE

Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement or Statement of Work if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

YOUR NAME

YOUR CLIENT EXACT LEGAL NAME

Signature

Signature

Name

Name

Title

Date

Title

Date

**NOT BINDING UNLESS SIGNED BY BOTH
PARTIES**

Staffing Services Agreement - Exhibit A

Pursuant to the terms and conditions of the Staffing Services Agreement (“Agreement”) dated _____ by and between YOUR NAME LLC (“YOUR NAME”) and YOUR CUSTOMER NAME (“Client”), Client agrees to reimburse YOUR NAME in full at the following approved rates:

| <u>Contract Employee Name</u> | <u>Standard Billing Rate</u> | <u>Overtime Billing Rate</u> | <u>Scheduled Start Date</u> |
|-------------------------------|------------------------------|------------------------------|-----------------------------|
| JOHN DOE | \$185/hr | \$185/hr | 02/14/20X |

Minimum term: 960 hours

Client agrees to utilize JOHN DOE for a minimum of 960 billable hours through 9/1/202x and provide a minimum of 40 hours a week of work for Jason.

AGREED AND ACCEPTED:

YOUR NAME LLC.

Client

Signature

Signature

Name

Name

Title

Date

Title

Date

Staffing Services Agreement - Exhibit A

Pursuant to the terms and conditions of the Staffing Services Agreement (“Agreement”) dated _____ by and between YOUR NAME LLC (“YOUR NAME”) and YOUR CUSTOMER NAME (“Client”), Client agrees to reimburse YOUR NAME in full at the following approved rates: