



## **Staffing Agreement Terms and Conditions**

Reliable Staffing Corporation, with its principal office located at 14603 Huebner Road Building 8 San Antonio, TX 78230 ("STAFFING FIRM"), and Client ("CLIENT") agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

### **STAFFING FIRM**

#### **1. Duties and Responsibilities**

STAFFING FIRM will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform the type of work described on Staffing Agreement under CLIENT's supervision at the locations specified on Staffing Agreement and will, as the common law employer of Assigned Employees, be responsible for the following;
- b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
- c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits where applicable; and handle unemployment and workers' compensation claims involving Assigned Employees when applicable;
- d. Require Assigned Employees to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and
- e. Require Assigned Employees to sign confidentiality agreements (in the form of Exhibit C) before they begin their assignments to CLIENT.
- f. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph g. below, the Patient Protection and Affordable Care Act (ACA).
- g. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

## 1.2 Right to Control

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

## **CLIENT**

### **2. Duties and Responsibilities**

CLIENT will

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
- c. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
- e. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

### **Payment Terms, Bill Rates, and Fees**

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on Staffing Agreement and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a Weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion. If the CLIENT agrees to Temp to Hire services on the Staffing Agreement, but uses Assigned Employees as a Temporary Service, less than 40 hours for the entire assignment, the agreed upon markup will be adjusted to a Temporary Service Bill rate which can be up to a 150% markup.
4. If CLIENT has provided pre-authorized credit card payment, CLIENT will pay STAFFING FIRM for all outstanding and/or undisputed invoices older than 15 days with such method. STAFFING FIRM will send receipt to client upon processing payment. CLIENT is responsible for return fees, late charges/fees, etc. in the event payment is declined. Unused funds from prepayment can be used for future billings valid for up to 24 months from the date of initial payment. No refunds for prepayment will be issued.

5. IF CLIENT has previously paid with check, CLIENT authorizes STAFFING FIRM to process ACH payment with such payment form for all outstanding and/or undisputed invoices older than 20 days with such method. CLIENT is responsible for return fees, late charges/fees, etc. in the event payment is returned.
6. CLIENT will pay STAFFING FIRM a \$250 non-refundable one-time set up fee for Temp to Hire and Temp Services. For Temp to Hire Services - This fee is only applicable if there is not a minimum charge of \$100 on CLIENT'S first invoice. For Temp Services - This fee is only applicable if there is not a minimum charge of \$500 on CLIENT'S first invoice.
7. If CLIENT has elected Temporary Services, CLIENT will pay STAFFING FIRM a predetermined deposit amount or full payment prior to the Employee's first day of employment.
8. CLIENT will pay STAFFING FIRM \$500 non-refundable payment per position if assignment is cancelled. If client is unresponsive to correspondence regarding staffing for 48 hours or more, each assignment is automatically cancelled.
9. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)
10. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM within **12 months** after the commencement of any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) continue the Assigned Employee's assignment from STAFFING FIRM for his or her next **520** consecutive work hours for CLIENT; or (b) pay STAFFING FIRM a fee in the amount of **20%** of the yearly salary for that Assigned Employee. CLIENT can elect to hire Assigned Employee prior to the completion of 520 hours, client will pay STAFFING FIRM a prorated placement fee based on the hours completed. If CLIENT hires Assigned Employee without notifying STAFFING FIRM, CLIENT will be charged 10% violation fee in addition to placement fee.
11. In addition to the bill rates specified in Staffing Agreement, CLIENT will pay STAFFING FIRM the amount of all new or increased labor costs associated with CLIENT's Assigned Employees that STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels—until the parties agree on new bill rates. Further, STAFFING FIRM may bill CLIENT at cost for any Assigned Employee's incurred legal, medical and/or technology related fees.
12. STAFFING FIRM work week is Monday through Sunday. CLIENT is responsible for submitting Assigned Employees time the Monday following the work week the Assigned Employee(s) worked. CLIENT must submit approved time via email and/or attached timecard\* from an approved CLIENT email address to payroll@reliablestaffing.com. Any time submitted after Wednesday 12:00 PM CST for the prior work week is subject to a \$100 late timecard fee per employee affected, not to exceed \$300 per invoice. \*timecard may be Reliable Staffing timecard that is downloadable from reliablestaffing.com, an authorized email detailing hours, or CLIENT'S company timecard.
13. CLIENT can dispute their invoice up to 15 days after the date of such invoice. After this period, STAFFING FIRM presumes the invoices are valid and will hold CLIENT liable for payment. CLIENT accepts collection efforts to include but not limited to email reminders and phone calls.

14. By signing and agreeing, the owner Owner/President/Officer/CEO agrees to personally guarantee payment for services.

### **Confidential Information**

15. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

### **Cooperation**

16. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

### **Indemnification and Limitation of Liability**

17. Client will be responsible for paying for 4 billable hours per employee that is turned away due to change of request, weather, faulty equipment, or any other issue that is out of the control of staffing firm.
18. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
19. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
20. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
21. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 7 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
22. The provisions in paragraphs 17 through 21 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

## **Commercial Auto Insurance**

23. Client is agreeing to add Reliable Staffing temporary employees to their commercial automobile policy. This releases Reliable Staffing from any temporary employee- related accident while operating client company vehicles.

## **Miscellaneous**

24. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement will remain effective after termination or nonrenewal.
25. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
26. Each update and provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
27. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
28. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
29. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
30. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
31. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
32. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
33. Client agrees that venue in any litigation matter with any office of Reliable Staffing Corporation will be in San Antonio, Bexar County, in The State of Texas. This includes but not limited to filing an Original Petition in Suit, informal meetings, mediation. Client cannot request a change of venue to any other state other than San Antonio, Bexar County, Texas. Reliable Staffing Corporation office is primarily based in San Antonio, Bexar County, Texas.

## **Term of Agreement**

34. This Agreement shall commence on the date of signature and shall remain in effect unless terminated by CLIENT 10 days prior by written notice. STAFFING FIRM may terminate this Agreement for convenience without notice.

**Exhibit B**  
**Sample Benefits Waiver for Assigned Employees**

**Agreement and Waiver**

In consideration of my assignment to CLIENT by STAFFING FIRM, I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

_____ EMPLOYEE	_____ WITNESS
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

## **Exhibit C**

### **Sample Confidentiality Agreement for Assigned Employees**

#### **Assigned Employee Confidentiality Agreement**

As a condition of my assignment by STAFFING FIRM to CLIENT, I hereby agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or which I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT.

I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.

The obligations of this Agreement will survive my employment by STAFFING FIRM.

_____ EMPLOYEE	_____ WITNESS
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date