



STAFFING AGREEMENT FOR TEMPORARY STAFFING SERVICES

Branch: _____ Salesperson: _____ Date: _____

CLIENT INFORMATION

Corporate Name
Trade Name (Doing Business As)
Primary Address
City State Zip
Contact Name Phone Number

BILLING INFORMATION

Name
Address
City State Zip
Contact Phone Number Fax Number
Are purchase orders required? Yes No

COMPANY CREDIT INFORMATION

Corporate Name
Trade Name (Doing Business As)
Legal Status (i.e. Corporation, Partnership, etc.)
Year Incorporated / Started
Name of predecessor / affiliated companies
Owners(s) Names
Tax id # / Social Security #
Contractor's Professional License # / Bond #

BANK REFERENCES

Bank Name
Contact
Account Number
Date Opened
City State Zip
Branch
Line of Credit? Yes No

TRADE REFERENCES

Name
Contact
Phone Number
Date Opened
High Credit

HIREQUEST DIRECT will

- a. Recruit, screen, interview, hire, and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision at the CLIENT's locations and will, as the common law employer of Assigned Employees, be responsible for the following;
b. Pay Assigned Employees' wages, payroll taxes and provide them with the benefits required by law.
c. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees and confirm that CLIENT has provided site-specific safety and health training and safety and personal protective equipment (PPE) other than hard hats, reflective vests, safety glasses and gloves as required by OSHA, applicable state and local laws and regulations, as well as any work rules of CLIENT;
d. In addition HIREQUEST DIRECT, as the common law employer, has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce HIREQUEST DIRECT's employment policies relating to Assigned Employee conduct at the worksite.
e. Any hours worked over 40 by one employee in one week will be paid as overtime and billed at time and one half. We have a four-hour, per worker, minimum sales requirement for all job orders. Temp to perm hire is acceptable at no cost after 480 working hours.

CLIENT will

- a. Properly supervise and train, in the same manner as its own employees, 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 work off roofs or scaffolding, operate any vehicle or mobile equipment, to operate dangerous or unprotected machinery or equipment, to perform excavation work where proper shoring and protection are not provided or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without HIREQUEST DIRECT's express prior written approval or as strictly required by the job description provided to HIREQUEST DIRECT;
- c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as
 - (i) provide Assigned Employees with appropriate safety and training information, including but not limited to information regarding when PPE must be used;
 - (ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;
 - (iii) provide adequate notice to Assigned Employees and HIREQUEST DIRECT of any unsafe conditions or potential hazards at the workplace;
 - (iv) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required PPE
 - (v) respond within a reasonable time to HIREQUEST DIRECT's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by HIREQUEST DIRECT prior to and during Assigned Employees' assignments;
 - (vi) notify HIREQUEST DIRECT immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide HIREQUEST DIRECT with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;
 - (vii) maintain the required safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at HIREQUEST DIRECT'S discretion, applicable to Assigned Employees:

CONFIRMATION OF ACCURACY OF INFORMATION, RELEASE OF AUTHORITY TO VERIFY AND ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned contractual obligations to HIREQUEST DIRECT are controlled by this agreement, the terms and conditions set forth on the standard HIREQUEST DIRECT time slip and the HIREQUEST DIRECT Credit and Rate Agreement. In the event the undersigned submits a time slip(s) or time sheet(s) in another format, electronic or otherwise, the undersigned agrees to be bound by the terms and conditions set forth on the time slips of which copies are available upon request and incorporated herein by reference. The undersigned hereby certifies that the information in this staffing agreement is correct. The information included is for the use of HIREQUEST in determining the amounts and conditions upon which credit is to be extended. The undersigned understands that HIREQUEST may utilize other sources of information which it considers necessary in making its determination. The undersigned authorizes the bank and trade references listed above to release any information necessary to assist HIREQUEST in making its determination.

This agreement is reaffirmed as true and correct and the terms and conditions set forth herein are acceptable to the undersigned. This agreement represents the whole agreement of the parties and no modification or variation shall be deemed valid unless subsequent agreement, provided for in writing, is signed by both parties. In the event that it becomes necessary to initiate legal proceedings to collect any monies due under this agreement, the undersigned shall be held responsible for all of HIREQUEST DIRECT's cost of collection including reasonable legal fees and expenses in collecting the amounts due. The venue for such legal action will be Davidson county Tennessee. Furthermore, the undersigned shall be required to pay interest at a rate of 18% per annum on invoices which are not paid within 30 days from the invoice date.

IN WITNESS WHEREOF, CLIENT AND HIREQUEST DIRECT have hereby executed this Agreement on the _____ day of _____, 20_____.

CLIENT: _____

By: _____

Name: _____

Date: _____

HIREQUEST DIRECT

By: _____

Name: _____

Date: _____